213

Swayne

Mr Justice Swayne

SUPREME COURT OF THE UNITED STATES.

No. ~~245~~. ~~190~~ 98.

THE CALAIS STEAMBOAT COMPANY, Appt's,
vs.
CHARLES SCUDDER, Adm'r of John Van Pelt, Dec'd.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF MAINE.

GIDEON, Printer.

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No. 275.

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MAINE DISTRICT, *ss.*
First Circuit.

At a term of the Circuit Court of the United States for the First Circuit, begun and holden at Portland, within and for said District of Maine, on the twenty-fourth (the twenty-third occurring on Sunday) day of September, in the year of our Lord one thousand eight hundred and sixty.

Present: the Honorable Nathan Clifford, Associate Justice of the Supreme Court, and the Honorable Ashur Ware, District Judge.

Maine District, *ss.* First Circuit.

Circuit Court of the United States.

On the eighth day of November, in the year of our Lord one thousand eight hundred and fifty-five, Messrs. Shepley & Dana, Solicitors, filed the following:—

Bill in Equity.

In equity.
Circuit Court of the United States, Maine District.

To the Honorable, the Justices of the Circuit Court of the United States for the District of Maine:—

Charles Scudder, of Boston, in the Commonwealth of Massachusetts, merchant, and a citizen of said Commonwealth, administrator of the goods and estate which were of John Van Pelt, late of San Francisco, in the State of California, deceased, brings this his bill against the Calais Steamboat Company, a corporation existing and organized under and by virtue of the laws of the State of Maine, and having its place of business established at Calais, in said State of Maine, and a citizen of said State of Maine.

And thereupon your orator complains and says, that John Van Pelt, of San Francisco, in the State of California, died at San Francisco on or about the twenty-ninth day of September, A. D. 1853; that during the month of October following, Horace P. James, Richard Chenery, and Frank Johnson, were there duly appointed administrators on his goods and estate, and assumed that trust, and afterwards fully administered upon and settled all his goods and estate found in that State, and were, upon a full and final settlement, discharged by competent authority from that trust on the thirtieth day of October, A. D. 1854; that they never took possession of a steamer or vessel then in process of construction in the city of New York, and afterwards called the "Adelaide;" that they never assumed any authority or control over her, and never authorized any person or persons to make sale of her, and never in any manner made themselves accountable for her, or administered upon her or any part of her; that your orator has been duly appointed by the Honorable, the Judge of Probate, in the County of Cumberland, and State of Maine, administrator of the goods and estate of said John Van Pelt, and has taken out letters of administration, and assumed and entered upon that trust in accordance with the provisions of law.

And your orator further complains and says, that John Van Pelt, during the month of May, A. D. 1853, at said San Francisco, employed William W. Vanderbilt to make a draft of a steamboat suitable to be employed in the navigation of the waters of that State, and being satisfied therewith employed said Vanderbilt as his agent to proceed to the State of New York, and there to contract for and superintend the building of said boat for him. The said Van Pelt, being then concerned with others in the navigation of the waters of California by steamers, did not desire it to be publicly known that he was building a steamer to be used in the navigation of those waters, and therefore instructed and arranged with said Vanderbilt that he should make the contracts for the hull and engine in his own name, and that when said steamer should be completed the said Vanderbilt should have her enrolled in the custom-house in his own name, and send her out to California, there to be wholly transferred to said Van Pelt, unless said Vanderbilt should become interested in her as owner of two-twentieth parts, which it was contemplated he might be; that this instruction and arrangement was terminated and superseded by a letter of instructions bearing date September first, 1853, and addressed by said Van Pelt to said Vanderbilt, and by the latter received in due course of mail or other conveyance from California, by which letter said Vanderbilt was instructed to have the steamer, when completed, enrolled as owned ten-twentieths, 10-20, by David P. Vail; four-twentieths, 4-20, by Richard Chenery; three-twentieths, 3-20, by Richard M. Jessop; two-twentieths, 2-20, by said Vanderbilt; and one-twentieth, 1-20, by Frank Johnson; that said Van Pelt advanced to said Vanderbilt twelve thousand dollars, to be expended in building said vessel; and said Vanderbilt, in the month of May, 1853, proceeded to New York to make the contracts and superintend her building as had been agreed upon between them; that within a month or two after his arrival at New York said Vanderbilt received from the funds of said Van Pelt eight thousand dollars more, to be expended for the same purpose, and on September first, or soon after, ten thousand dollars more, all of which sums were expended in building said boat.

That said Van Pelt, in the month of September, 1853, or before that time, agreed with Richard Chenery, of said San Francisco, that said Chenery should be the owner, or take seven-twentieth parts of said steamer; four-twentieths for himself, and three-twentieths for Richard M. Jessop, and he received of said Chenery seven-twentieths of the twenty thousand dollars first advanced to build her; and thereupon said Van Pelt and Chenery, to provide further funds to build said boat, made a mortgage of certain steamers owned by them to the firm of Page, Bacon & Co., bankers in said San Francisco, to secure them for letters of credit obtained of them, on which drafts might be drawn at the city of New York to the amount of sixty thousand dollars; that at different times thereafter forty thousand dollars were, as agreed between Van Pelt and Chenery, drawn on said Chenery, and the money received therefor was expended in building said boat, all of which drafts were paid at San Francisco, with the addition of interest, exchange, and commission. Thirteen-twentieths of them by the administrators of Van Pelt, and seven-twentieths of them by said Chenery; that other drafts were, subsequently to these drawn for the same purpose, the proceeds of which were expended in building said boat, and these drafts were paid in like manner and like proportions.

That the administrators of said Van Pelt paid out of his property for all the aforesaid drafts, including interest, exchange, and commissions, forty-five thousand two hundred and sixty-one dollars [$45,261 00], and they also paid said Chenery thirteen-twentieth parts of four thousand four hundred and eight dollars and six cents, making in the whole paid by them for the building of said boat forty-eight thousand one hundred and twenty-six dollars and twenty-four cents [$48,126 24], which, with thirteen-twentieths of the sum of twenty thousand dollars first advanced by Van Pelt, will make the sum of sixty-one thousand one hundred and twenty-six dollars and twenty-four cents [61,126 24], which fully paid for thirteen-twentieth parts of said steamer Adelaide when she was fully completed and furnished with her tackle, apparel, and furniture, and the estate and the legal representatives of said Van Pelt thereby became legally entitled to that proportion of said steamer Adelaide, her tackle, apparel, and furniture. And your orator further complains and says, that after Richard Chenery became interested in said boat, Captain David P. Vail, then at said San Francisco, was employed by said Van Pelt alone, or by him in connection with said Chenery, to go to New York to take charge of said boat, and to fit her out, furnish her, and navigate her to said California. And said Vail proceeded to New York for that purpose and undertook to discharge said duties; and said Vanderbilt, after the arrival of said Vail at New York, received instructions and funds mostly through him. And you orator further shows, that the hull of said steamer was so far finished that it was launched on or about the twenty-third day of December, A. D. 1853, and the boat was completed so as to be ready to proceed to California in the month of May or June, A. D. 1854, it being intended that her cabins should be finished out of materials then on board finished for that purpose. Previous to July fifth, A. D. 1854, said Vail had settled with said Vanderbilt for all his services respecting said boat, and had fully paid him therefor, and also for all money advanced by said Vanderbilt for the purpose of becoming part owner, and interested as part owner therein, and his agency was fully determined and closed. But the contracts for building her having been made in his name, the said Vanderbilt, availing himself of them and of his former position, fraudulently and without any right or authority, and in connection with said Vail, on the third day of August, A. D. 1854, made a written contract with William Deming and William Todd to sell said steamboat Adelaide to them for the sum of eighty-eight thousand dollars [$88,000], and also agreed to finish her cabins. Before this contract was made, and previous to July 5th, 1854, said Vanderbilt and Vail had both been notified of the death of said Van Pelt, and forbidden by the heirs-at-law of said John Van Pelt to sell said steamer, the said heirs having heard that some remarks had been made by them indicating an intention so to do.

And your orator further complains and says, that said Vail had no authority from any person whatever to make said contract or to sell said thirteen-twentieths of said steamer, which had been built from funds furnished by said Van Pelt, and from his estate. And he subsequently abandoned all attempts to do so, but fraudulently combined with said Vanderbilt to aid him to obtain an apparent title to the whole of said boat, and to make a conveyance of her in fulfilment of the contract aforesaid. And the said Vanderbilt fraudulently combining with said Vail, and without any right or authority except what he might have derived from said Vail, who professed to have authority from said Chenery by availing himself of his former position, induced the builders of the hull of said steamer to give him the carpenter's certificate with which he presented himself at the custom house in the city of New York, and by making a false oath that he was the owner of the Adelaide, he obtained an enrolment of her as owned by him alone on the ninth day of September, A. D., 1854, and on the same day made a bill of sale purporting to convey her to William Deming, who, in taking said conveyance and making said purchase, acted as the agent of the Calais Steamboat Company, a corporation duly incorporated and organized under and by virtue of the laws of the State of Maine, and having its place of business established in the city of Calais, in the said State and District of Maine. And your orator charges that said Deming, in making said contract for the purchase of said steamer, and in taking said bill of sale, acted as the agent of said corporation and paid for said steamer Adelaide with funds advanced to him on the credit of said corporation, and that said funds were so advanced on the credit in part or in whole of said corporation by the firm of Mayhew, Talbot & Co., ship brokers and merchants in said city of New York; and the said Deming subsequently made a conveyance of her to said corporation, which has since claimed to be the sole and exclusive owner thereof, and has employed the said steamer for its purposes, and in the transportation of freight and passengers to and from Portland and Eastport and other ports in said State of Maine, and to and from other ports and places to your orator unknown, and has received the earnings of said steamer to a very large amount.

And your orator avers that said Deming, before and at the time when he took said conveyance of said Adelaide, was informed and well knew, that said Vanderbilt was not the true, real, and rightful owner of her; and that she had been built for persons residing in California, to be navigated to that State, there to be used by them as their own property, and that said Van Pelt was interested in said boat as an owner, and had furnished money to build her; and that said Calais Steamboat Company has not in fact obtained any legal title to thirteen-twentieth parts of said boat; and yet withhold the same from your orator who is entitled to have possession of that portion of her and of her earnings; and if it has obtained any legal title thereto, it stands affected with the knowledge of its agent, Deming, and cannot legally and equitably withhold the legal title and possession of that part of the boat from your orator, having received the same from said Vanderbilt, who, if he had any legal title, held the same as a mere agent of said Van Pelt, deceased, and in trust for him and his legal representatives after his decease, and that said corporation holds the same title, if any it has, chargeable with, and subject to, the like trust.

All of which is contrary to equity and good conscience, and adequate relief can only be obtained in a court of equity.

To the end therefore that the said Calais Steamboat Company may, if it can, show why your orator should not have the relief prayed for, and may, upon the corporal oath of its duly authorized agent, according to the best knowledge, information, and belief, true, full, direct, and perfect answer make to the several interrogatories hereinafter numbered and set forth as by the note hereunder written, that is to say:—

First. Whether said Deming and Todd made a contract with said Vail and Vanderbilt, for the conveyance of said steamer, and if so, that a true copy may be annexed; and whether in doing so, they acted as the agents of said corporation.

Second. Whether said corporation did receive a conveyance of said steamer Adelaide from said Deming; and if so, that a true copy thereof may be annexed.

Third. Whether the funds for the purchase of said steamer were or not furnished, in part or in whole, on the credit of said corporation, and by or through the firm of Mayhew, Talbot & Co., of New York? and that full, true, perfect, and exact transcripts of all the accounts of said corporation, during the year 1854, with said Mayhew, Talbot & Co., and of said Mayhew, Talbot & Co.'s accounts for advances and commissions for or on account of the purchase of said steamer, and true, full, and perfect accounts of the times and amounts of payments for or on account of said steamer may be annexed.

Fourth. Whether said corporation continues to claim, to own, and continues to employ said steamer, and has continued to employ her; and that it set forth a full, true, and exact account of all her earnings while so employed.

Fifth. Whether said Deming and said Todd, at the time of the execution of the contract of the third of August, A. D. 1854, or about that time, made and executed any other, and if other, what contracts, bonds, or written instruments, in relation to the said steamer or the purchase or employment thereof, or whether they, or either of them, made, executed, or delivered any such bonds, contracts, or agreements, at or about the time of the purchase of said steamer from said Vanderbilt? and whether, in so doing, the said Deming and Todd, or the said Deming, were or not acting as agents for said corporation? and that copies of all such instruments, bonds, and bills of sale may be annexed, and a true copy of the bill of sale from said Vanderbilt to said Deming, and of any papers therein referred to, and of any bonds or other instruments, connected therewith, and forming any part of the transactions between the parties may be annexed. In consideration whereof your orator prays that a writ of subpœna may be issued, directed to the said Calais Steamboat Company, requiring it to appear according to the course of proceedings in equity in said court, and therein to answer upon oath all the matters herein contained.

And your orator further prays that the said corporation may, by a decree of this honorable court, be required to make a conveyance of all such title as it may have acquired or claimed to have acquired, as derived from said Vanderbilt, to thirteen-twentieth parts of said steamer Adelaide to your orator, and to account to him for that proportion of her net earnings while in its employ, and that in the meantime the said corporation may be restrained from alienating, selling, or in any wise encumbering any such title as it may have acquired or claimed to have acquired to said steamer. And for such other and further relief in the premises as the true character of his case as it may be presented by bill, answer, and proof may require, and the course of proceedings in equity may require or permit.

CHARLES SCUDDER.
SHEPLEY & DANA,
Solicitors for Complainant.

Whereupon the following subpœna in chancery issued, viz:—

The President of the United States of America, Maine District, *ss.*
First Circuit.

To the Calais Steamboat Company, a corporation existing and organized under and by virtue of the laws of the State of Maine, and having its place of business established at Calais in said State of Maine, greeting:—

For certain causes offered before the Circuit Court of the United States, for the district and circuit aforesaid, as a court of chancery.

We command and strictly enjoin you, laying all other matters aside, and notwithstanding any excuse, that you personally appear before the said Circuit Court, to be held in Portland, in said district, on Monday, the third day of December next, at eleven o'clock in the forenoon, to answer concerning those things which then and there may be objected against you by Charles Scudder, of Boston, in the Commonwealth of Massachusetts, merchant, and a citizen of said Commonwealth, administrator of the goods and estate which were of John Van Pelt, late of San Francisco, in the State of California, deceased, and to do further and receive that which said court shall do and order in this behalf. And this you are in no wise to omit. And have you there this writ.

Witness the Honorable Roger B. Taney, chief justice of the United States of America, at Portland aforesaid, this eighth day November, in the year of our Lord one thousand eight hundred and fifty-five.

[L. S.] GEO. F. EMERY, Clerk.

Rule 12.—The defendants are to enter their appearance in the suit in the clerk's office on or before the day at which the writ is returnable; otherwise the bill may be taken pro confesso.

Which is subsequently returned with the following endorsement thereon, viz:—

United States of America, Maine District, *ss.*

November 15, A. D. 1855.

I have this day served the within precept upon the within named Calais Steamboat Company, by giving in hand to William Deming, treasurer of said company, an attested copy hereof.

Fees :	Service	$2 00
	Trav. 264 ms.	15 84
		$17 84

GEO. B. BURNS, Dep. Marshal.

And on said third day of December, Messrs. Hutchins and Wheeler, solicitors, entered their appearance for the defendant company, and on the seventh day of January then next ensuing, filed the following demurrer, viz:—

In Equity.

U. S. Circuit Court, District of Maine.

CHARLES SCUDDER, Adm'r,
vs.
CALAIS STEAMBOAT COMPANY.

The demurrer of the Calais Steamboat Company to the bill of complaint of Charles Scudder, complainant.

The defendants, by protestation, not confessing or acknowledging all or any of the matters and things in the said complainant's bill to be true in such manner and form as the same are therein set forth and alleged, do demur thereto, and for cause of demurrer show that the said complainant hath not in and by his said bill made or stated such a case as doth or ought to entitle him to any such discovery or relief as is thereby sought and prayed for, from or against these defendants. Wherefore these defendants demand the judgment of the honorable court, whether they shall be compelled to make any further or other answer to the said bill or any of the matters and things therein contained; and pray to be hence dismissed with their reasonable costs in this behalf sustained.

CALAIS STEAMBOAT COMPANY,
By their solicitors, HUTCHINS & WHEELER.

We certify that in our opinion this demurrer is well founded in matter of law.

HUTCHINS & WHEELER.

I, William Deming, treasurer of the Calais Steamboat Company, declare on oath that the above demurrer is not interposed for delay.

WILLIAM DEMING.

Washington Co., City of Calais, *ss.*

January 1st, 1856.

Personally appeared Wm. Deming and declared under oath that the foregoing statement by him subscribed is true.

Before me, FRANCIS K. SWAN,
Notary Public.

And said cause was argued on the bill and demurrer before Curtis, J., and continued to April term, in the year of our Lord one thousand eight hundred and fifty-seven, when it was ordered, adjudged, and decreed that the demurrer be allowed unless the bill is amended on payment of respondents' costs. Whereupon, to wit, on the second day of June, of the same year, the complainant files the following

Amendment A.

CHARLES SCUDDER, Administrator in Equity,
vs.
THE CALAIS STEAMBOAT COMPANY.

C. C. U. S. Maine District.

Amendment to bill filed by complainant by leave of court. At close of first paragraph on page 6th of printed bill, add: That said Chenery and Jessup were and continue to be citizens of the State of California, and there resident without the jurisdiction of this honorable court; and your orator is not advised that they have not assented to, acquiesced in, or ratified the sale of said steamer as hereinafter described, so far as they were interested in her; that their equitable title, as your orator is informed and believes, has in some way been extinguished, and they are not tenants in common with your orator; that said Vail and Johnson never became owners or interested in said steamer.

SHEPLEY & DANA,
for Complainants.

And on the twenty-sixth day of June, the defendants' costs taxed at seventy-three dollars and fifteen cents, are paid into the registry by Shepley & Dana in behalf of the complainant. And on the twenty-second day of August, then next ensuing, the respondents file the following

Answer.

United States Circuit Court, Maine District.

Charles Scudder, Administrator in Equity,
vs.
The Calais Steamboat Company.

The answer of the Calais Steamboat Company, defendant to the original and amended bill of complaint of Charles Scudder, administrator, complainant.

The defendant corporation for answer unto the complainant's original and amended bill of complaint, or unto such and so much thereof as these defendants are advised is material for these defendants to make answer unto, the defendants answering say:—

These defendants have been informed and admit it to be true, that John Van Pelt, of San Francisco, in the State of California, died at San Francisco, on or about the *the* 29th of September, A. D. 1853, and that during the month of October following, Horace P. Janes, Richard Chenery, and Frank Johnson, were there duly appointed administrators upon his goods and estate and assumed that trust, but that whether they fully administered upon all his goods and estate found within that State, and were upon a full and final settlement discharged by competent authority from that trust, upon the 30th day of October, A. D. 1854, as alleged in complainant's bill or at any other time, these defendant are ignorant and can neither admit or deny the same, but leave the complainants to prove the same.

And these defendants further answering say, they are ignorant whether complainant has been duly appointed administrator of the goods and estate of said John Van Pelt, and has taken out letters of administration and assumed and entered upon that trust as alleged in complainant's bill in accordance with the provisions of law, so that they can neither admit or deny the same but leave the complainant to prove the same.

And these defendants further answering say, that they are ignorant and therefore can neither admit nor deny whether the said Van Pelt, in the month of May, A. D. 1853, employed William W. Vanderbilt to make a draft of a steamboat and to proceed to New York to contract for and superintend the building of the same, or whether the said Van Pelt desired to conceal from the public that he was building said boat, and, therefore, instructed and arranged with said Vanderbilt to contract for the hull and engine of said boat in his own name, and upon the completion of said boat that the said Vanderbilt should have her enrolled in the custom house in his own name, and send said boat out to California, there to be wholly transferred to said Van Pelt, unless said Vanderbilt should become interested in her, or whether this instruction and arrangement was terminated and superseded by subsequent instruction of said Vanderbilt by said Van Pelt, to have said boat when completed enrolled as owned, ten-twentieths by David P. Vail, four-twentieths by Richard Chenery, three-twentieths by Richard M. Jessup, two-twentieths by said Vanderbilt, one-twentieth by Frank Johnson, or whether said Van Pelt advanced to said Vanderbilt any and what sums at any time to be expended in the construction of said boat, and leave the complainant to prove the same. And these defendants further answering admit, that they have been informed and believe that said Vanderbilt made the contract in New York for the building of a steamboat and superintended the building of the same; but whether he did so in pursuance of any agreement or understanding with or instructions from the said Van Pelt, these defendants are ignorant and can neither admit nor deny, but leave it for complainants to prove the same.

And these defendants further answering say, that they are ignorant and can neither admit nor deny whether the said Van Pelt, in the month of September, A. D. 1853, or at any time agreed with Richard Chenery, that said Chenery should be the owner or take seven-twentieths part of said boat, four-twentieths for himself, and three-twentieths for Richard M. Jessup, or whether he received from said Chenery, seven-twentieths of twenty thousand dollars or any other sum, or whether the said Van Pelt and Chenery to provide funds to build said boat mortgaged certain steamers owned by them, to Page, Bacon & Co., to secure letters of credit, on which drafts might be drawn to the amount of sixty thousand dollars or any other sum, or whether thereafter forty thousand dollars were drawn on said Chenery in pursuance of any agreement between said Van Pelt and said Chenery, and the money received therefor expended in building said boat, or whether said drafts were paid in San Francisco, with the addition of interest, exchange and commissions, thirteen-twentieths by the administrators of said Van Pelt, and seven-twentieths by said Chenery, whether other drafts subsequently to these were drawn for the same purpose, and the proceeds expended for the building of said boat, and paid in like manner and in like proportions in San Francisco, and leave the complainant to prove the same.

And these defendants further answering say, that they are ignorant, and can neither admit nor deny whether the said Van Pelt alone, or in connection with said Chenery, employed one David P. Vail to go to New York and take charge of said boat and to fit her out, furnish her and navigate her to California, or whether said Vail proceeded to New York and undertook to discharge said duties, or whether said Vanderbilt received instructions and funds through said Vail, or when the hull of said boat was launched, or when said boat was completed; but leave the complainant to prove the same.

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And these defendants further answering say, they are ignorant, and can neither admit nor deny whether the said Vail had settled with the said Vanderbilt, for all his services respecting said boat, and fully paid him therefor and for all money advanced by said Vanderbilt, for the purpose of becoming part owner, or interested in said boat, and leave the complainant to prove the same. But these defendants, on information and belief, deny that the agency of said Vanderbilt, if any he had, was determined and closed until after the sale of said boat by said Vanderbilt, as hereinafter set forth.

And these defendants further answering, deny upon information and belief, the said Vanderbilt fraudulently availed himself of the contracts to build said boat, which were made in his own name, or of his former position, or that he, without right or authority, in connection with said Vail, contracted to sell said boat to William Deming and William Todd. And these defendants further answering say, that in the month of July, A. D. 1854, these defendants had occasion to procure a boat to run between Boston, Portland, and Eastport and St. John, in the province of New Brunswick, and employed William Deming and William Todd to go to New York to purchase a boat for said purpose, and effected and were prepared to pay the full value of such boat, and expected to procure a boat free from all claims and incumbrance whatsoever; that said Deming and said Todd proceeded to New York, and there learned that William W. Vanderbilt was the owner of a boat which was offered for sale, that said Deming and said Todd applied to said Vanderbilt to purchase said boat, that said Vanderbilt represented to said Deming and said Todd, that he was the sole and rightful owner of said boat, and that said Vanderbilt and David P. Vail entered into a written contract with said Deming and Todd, to finish, fit out and convey said boat to them, a copy of which contract is hereto annexed, marked A, and the said Vail became party to said contract with said Vanderbilt, for the purpose of securing the performance of said contract to said Deming and Todd; but without having any interest in said boat, as these defendants are informed and believe. And these defendants further answering say, they are informed and believe it to be true, that the said Vanderbilt proceeded to finish and fit out said boat in pursuance of the terms of said contract with said Deming and Todd, and that when said boat was completed, said Vanderbilt had the same enrolled in the custom house in said New York, as the sole property of him, the said Vanderbilt, and that said Vanderbilt having the builder's certificate of enrolment of the same, on the 9th day of September, A. D. 1854, conveyed said boat to said Deming by a bill of sale, a true copy of which is hereto annexed, marked B, for the sum of eighty-eight thousand dollars, which sum was actually paid in full for said boat by said Deming to said Vanderbilt, and which sum was furnished by these defendants.

And these defendants further answering say, that said bill of sale was made to said Deming alone, because said Todd, at the time of the execution of said conveyance of said boat, executed to said Vanderbilt and Vail, an agreement, a copy of which is hereto annexed, marked D, that said bill of sale to said Deming, should be regarded as a fulfilment of the contract, a copy of which is hereto annexed, marked A; that said Deming in receiving said conveyance, acted for and as the agent of these defendants, that said conveyance was made to said Deming, and not directly to these defendants by said Vanderbilt, because the requisite vote had not then been passed by this defendant corporation. And these defendants further answering say, that said boat was afterward duly enrolled in the port of Passamaquoddy, in the State of Maine, in the name of said Deming, and the said Deming afterwards on the 20th day of September, A. D. 1854, conveyed the said boat to these defendants by bill of sale, a copy of which is hereto annexed, marked C, these defendants having furnished him the money as aforesaid, paid by him to said Vanderbilt for said boat, and in behalf of these defendants. And these defendants further answering say, that they are ignorant, and can neither admit nor deny whether before the aforesaid contract between said Vanderbilt and Vail, and said Deming and Todd, and previous to the 5th day of July, A. D. 1854, or at any other time, said Vanderbilt and said Vail, had both, or either of them, been notified of the death of said Van Pelt, and forbidden by the heirs at law of the said Van Pelt to sell said boat, and leave the complainant to prove the same.

And these defendants further answering say, that they are informed and believe, and therefore allege, that both said Deming and said Todd contracted, as hereinbefore set forth, for the completing, fitting out, and purchase of said boat, and that said Deming paid for the same, and took the conveyance thereof as hereinbefore set forth, wholly ignorant of any claim or interest of the said Van Pelt, or of his estate in said boat, and that said Deming and said Todd, fully believed and had reason to believe, that said Vanderbilt was the sole and rightful owner of said boat at the time of said purchase, payment, and conveyance, and that he had full and perfect right and power to sell and convey the same.

And these defendants further answering, deny on their information and belief, that said Deming or said Todd were informed or knew or had any suspicion, or had reason to suspect that said Vanderbilt was not the real and rightful owner of said boat, or that she had been built for persons residing in California, to be navigated in that State, there to be used by them as their own property, or that said Vanderbilt was interested as owner in said boat, or that he or the administrators on his estate had furnished money to build her, but these defendants are informed and believe, and therefore allege it to be true, that the said Vanderbilt had the carpenter's certificate, and the certificate of enrolment of said boat in his own name, the ordinary, usual and proper evidence of title to vessels, and that after said contract between said Deming and Todd, and said Vanderbilt and Vail, had been made, and before the conveyance to said Deming as hereinbefore set forth, the fact of said sale was publicly announced in the newspaper in said city of New York.

And these defendants further answering say, that they are informed and believe, that said Vanderbilt, for certain reasons which he did not disclose to said Deming, insisted on a condition in the conveyance to said Deming, that said boat should not use the waters of California; that said Deming purchased said boat for the purpose hereinbefore stated, and as the agent of these defendants, and had no objection to the insertion of said condition.

And these defendants further answering say, that by the conveyance by said Vanderbilt to said Deming, and by said Deming to these defendants, as hereinbefore set forth, the defendants obtained a full and perfect title, legal and equitable, to the whole of said boat, and have full and perfect right to the possession and earnings of the same. And these defendants further answering say, that they are informed and believe that after the sale of said boat by said Vanderbilt to said Deming, one M. A. Mathis heretofore took out letters of administration upon the estate of said John Van Pelt, in the city and State of New York, and brought an action as such administrator against said Vanderbilt, in the Supreme Court of the State of New York, to recover of the said Vanderbilt the proceeds of the sale of the said boat to the said Deming as above set forth, and that said action was commenced before the appointment of the complainant as administrator upon the estate of the said Van Pelt, and before the bringing of this bill of complaint, and by the commencement of said action the said Mathis, as such administrator, has confirmed the sale of said boat by said Vanderbilt to said Deming, and these defendants pray to have the same benefit of this defence as if pleaded.

And these defendants in answer to the several interrogatories of the plaintiff, say:—

To the first interrogatory these defendants say, that said Deming and Todd made a contract for the conveyance of said boat (a copy of which is annexed), and that said Deming and Todd acted in the purchase as agents of the defendants.

To the second interrogatory these defendants say, that said corporation did receive a conveyance of said boat from said Deming, and a copy thereof is annexed.

To the third interrogatory these defendants say, that the funds for the purchase of said steamboat were wholly furnished by said corporation.

To the fourth interrogatory these defendants say, that said corporation still continues to claim, to own, and employ said boat, and have continued to employ her; and these defendants respectfully submit whether they are bound to render an account of the earnings of said boat, or to answer this interrogatory further.

To the fifth interrogatory these defendants say, that said Deming and said Todd made certain contracts in relation to said boat, and that all contracts, bonds and conveyances made by said Deming and Todd in relation to said boat are hereto annexed, and that whatever said Deming and said Todd and either of them did in relation to said boat, they acted for and on behalf of these defendants.

And these defendants submit to this honorable court, that all and every the matters in the said complaint above mentioned and complained of, are matters which may be tried and determined at law, and in respect to which the said complainant is not entitled to any relief from a court of equity, and these defendants pray the same benefit of this defence, as if they had demurred to the complainant's bill.

And these defendants deny all and every manner of unlawful combination and confederacy wherewith the said Vail and the said Vanderbilt are charged, without this, that there is any other matter, cause, or thing, in said complainant's said original or amended bill of complaint contained, material or necessary for the defendants to make answer unto, and not herein and hereby well and sufficiently answered, traversed, avoided or denied, is true to the knowledge or belief of these defendants, and ready and willing to aver, maintain and prove, as this honorable court shall direct; and humbly pray to be hence dismissed with their reasonable costs and charges, in this behalf most wrongfully sustained.

CALAIS STEAMBOAT COMPANY,
By B. M. FLINT,
Clerk Calais Steamboat Company.

H. C. HUTCHINS, Solicitor.

A.

This agreement made by and between William W. Vanderbilt and David P. Vail, of the city of New York, of the first part, and William Deming and William Todd, of Calais, Maine, witnesseth :—

That the parties of the first part hereby agree to sell to the parties of the second part the steamer Adelaide, now lying at the foot of Eighth Street, in this city; her size and inventory being in their hands, and which boat the parties of the first part agree to furnish and fit out as they of the second part may direct, extending the state rooms as we have agreed, in the sum of eighty-eight thousand dollars, payable as follows: five thousand dollars on the signing of this document, fifteen thousand dollars in twenty days from this date, and the balance on the completion and delivery of said boat in this city, as soon as may be possible. Boat to pass government inspection, except life preservers; anchors to weigh twelve and fifteen hundred pounds, with seventy-five fathoms of chain of suitable size and strength for each. And the parties of the second part agree to give a special mortgage on the hull of said steamer, in the sum of fifty thousand dollars, to the effect that the said steamer shall not use the waters of California during the space of three years, which mortgage will foreclose itself on her appearing in said waters, and cancel itself on the expiration of said three years, in case of her not using, at any time during said period, said waters. We have made two documents of this same tenor and date, giving them the force in the premises in the city of New York, this third day of August, A. D. one thousand eight hundred and fifty-four.

WM. TODD,
In presence of WM. DEMING,
C. B. BUTLER. WM. W. VANDERBILT,
D. P. VAIL.

New York, Aug. 3, 1854.—Received on the within contract five thousand dollars.
W. W. VANDERBILT.
D. P. VAIL.

New York, Aug. 23, 1854.—Received on the within contract fifteen thousand dollars.
W. W. VANDERBILT,
D. P. VAIL.

B.

To all to whom these presents shall come, greeting. Know ye, that I, William W. Vanderbilt, of Green Point, Kings County, State of New York, sole owner of the steamboat or vessel called the Adelaide, of the burden of seven hundred and thirty-four 48-95 tons or thereabouts, for and in consideration of the sum of ($88,000) eighty-eight thousand dollars, lawful money of the United States, to me in hand paid before the sealing and delivery of these presents by William Deming, of Calais, Maine, the receipt whereof I do hereby acknowledge, have bargained and sold, and by these presents do bargain and sell, unto the said William Deming, his executors, administrators and assigns, the hull of the said steamboat or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, and all other necessaries thereunto appertaining and belonging, the certificate of the enrolment of which said steamboat or vessel is as follows, to wit:—

Enrolment Permanent.

I. A. B.

No. 124. Enrolment in conformity to an act of the Congress of the United States of America, entitled an act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same; "and of an act to provide for the better security of the lives of passengers on board of vessels propelled in whole or in part by steam," passed 7th July, 1838, and amended 30th of August, 1852. William W. Vanderbilt, of the city, county and State of New York, having taken or subscribed the oath required by the said act, and having sworn that he is a citizen of the United States, and sole owner of the steamboat or vessel called the Adelaide, of New York, whereof he is at present master, and as he hath sworn is a citizen of the United

{ S. A. Osborn
D. Collector,
[L. S. O.]

States; and that the said steamboat or vessel was built at Greenpoint, State of New York, in the year one thousand eight hundred and fifty-four, as per certificate of Lupton & McDiarmed, under whose direction she was built, and J. L. Benedict, Deputy Surveyor of this district, having certified that the said ship or vessel has one deck and no mast, and that her length is two hundred and thirty-four (34) feet ten inches, her breadth thirty-three feet, her depth nine feet eleven inches, and that she measures seven hundred and thirty-four (734 48-95) 55-95 tons; that she is a round sterned S. boat, has a round rick, no galleries, and no head. And that the said William W. Vanderbilt having agreed to the description and admeasurements above specified, and sufficient security having been given according to the said act, the said steamboat has been duly enrolled at the port of New York.

Given under our hands and seals, at the port of New York, this 9th day of September, in the year one thousand eight hundred and fifty-four.

M. Hoffman,
Naval Officer,
[L. S. O.]
J. S. D.

And which steamboat or vessel is certified by J. L. Benedict, Deputy Surveyor of the port of New York, by an instrument in writing under his hand, and dated the twenty-sixth day of May, one thousand eight hundred and fifty-four, to be two hundred and thirty-four feet and ten inches in length, and in breadth thirty-three feet, and in depth nine feet eleven inches, and to measure 734 48–95 tons, the measurement or burthen, first herein above mentioned. To have and to hold the said steamboat or vessel with the tackle, apparel, appurtenances, and furniture thereunto belonging, unto the said William Deming, his executors, administrators, and assigns, to the sole and only proper use, benefit, and behoof of the said William Deming, his executors, administrators, and assigns forever. But this conveyance is made upon the following express understanding and condition, that is to say: That said steamboat shall not, within the space of three years next following the date of the delivery of these presents, use the waters of California according to the meaning of the agreement in writing for the purchase of said steamboat, dated the third day of August, A. D. one thousand eight hundred and fifty-four; and that if the said steamboat shall, within the said three years, use the said waters as before mentioned, then and thereupon the property, estate, and interest of the said Deming, his executors, administrators, and assigns, in said steamboat or vessel, her tackle, apparel, and furniture, shall from that time cease, determine, and be at an end, and the same shall become and be the property, estate, and interest of the said Vanderbilt, or his representatives or assigns, unless within ten days after demand by Richard Chenery, of the city of San Francisco, merchant, upon the then master or owner of said steamboat or vessel, or the said William Deming, his executors, administrators, or assigns, for the sum of fifty thousand dollars in cash, that sum shall be paid to the said Richard Chenery, his executors, administrators, or assigns, as liquidated damages for the violation of said condition agreed upon by said Vanderbilt and said Deming, for the benfit of whom it may concern.

And the said William W. Vanderbilt, the said vendor, hath and by these presents doth promise, covenant, and agree for himself, his heirs, executors, and administrators, to and with the said William Deming, his executors, administrators, and assigns, to warrant and defend the said steamboat and the tackle, apparel, furniture, and appurtenances thereto belonging, to the said William Deming, his executors, administrators, and assigns, against all and every person and persons whomsoever, unless the condition subsequent aforesaid shall be violated, and the said fifty thousand dollars shall not be paid as aforesaid.

In testimony whereof, the said William W. Vanderbilt and the said William Deming, that he, the said Deming, might declare his assent to the truth and correctness of every part of this instrument, have hereunto respectively set their hands and seals this ninth day of September, one thousand eight hundred and fifty-four.

The word month written on erasure before execution.

W. W. VANDERBILT [L. S.]
WM. DEMING. [L. S.]

Sealed and delivered in presence of
THOMAS FESSENDEN.

State of New York, city and county of New York, *ss.*

Be it known that on this ninth day of September, in the year one thousand eight hundred and fifty-four, before me, Daniel Seixas, a notary public in and for the State of New York, duly commissioned and sworn, dwelling in the city of New York, personally came William W. Vanderbilt and William Deming, known to me to be the persons described in, and who executed the foregoing instrument, and who severally acknowledged to me that they executed the same as their free act and deed for the purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed my official seal the day and year aforesaid.

[L. S.] DANIEL SEIXAS, Notary Public.

Collector's Office, District of Passamaquoddy.

Received and entered September 15th, 1854, 1 P. M., and recorded in Book No. 3, pages, 95, 96, and 97.

W. H. KILBY, Deputy Collector.

C.

To all to whom these presents shall come, greeting:—

Know ye, that I, William Deming, of Calais, in the county of Washington, and State of Maine, owner of the steamboat or vessel called the Adelaide, of the burthen of seven hundred and thirty-four 48–95ths tons, or thereabouts, for and in consideration of the sum of eighty-eight thousand dollars ($88,000) lawful money of the United States of America, to me in hand paid before the sealing and delivery of these presents, by the Calais Steamboat Company, the receipt whereof I do hereby acknowledge, and am thereby fully satisfied, contented, and paid, have bargained and sold, and by these presents do bargain and sell unto the said Calais Steamboat Company, the whole of the said steamboat or vessel, together with all the masts, bowsprit, sails, boats, anchors, cables, and all other necessaries thereunto belonging, the certificate of the register or enrolment of which said steamboat or vessel is, as follows, to wit:—

Enrolment——Steam.

No. 148, one hundred forty-eight. Permanent enrolment in conformity to an act of the Congress of the United States of America, entitled an act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same, William Deming, of Calais, State of Maine, in the State of Maine, having taken or subscribed the oath required by the said act, and having sworn that he is a citizen of the United States, and sole owner of the ship or vessel called the Adelaide, of Calais, whereof E. B. Winchester is at present master, and as he hath sworn is a citizen of the United States; and that said ship or vessel was built at Greenport, State of New York, in the year eighteen fifty-four, as per register No. 149, issued at his office, September 23d, 1854, now surrendered, property the same. And said register having certified that the said ship or vessel has one deck and two masts, and that her length is two hundred and thirty-four feet ten inches, and her breadth thirty-four feet 0 inches, her depth, nine feet eleven inches, and that she measures seven hundred thirty-four tons 48–95ths, that she is a steamboat, has a square stern, no galleries and no head. And the said William Deming having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said steamboat has been duly enrolled at the port of Passamaquoddy.

W. H. Kilby,
Dept. Collector.
[L. S.]

Given under my hand and seal at the port of Passamaquoddy, this twenty-sixth day of September, in the year one thousand eight hundred and fifty-four.

But this conveyance is made upon the following express understanding and condition, that is to say, that the said steamboat shall not, within the space of three years next following the date and delivery of these presents, use the waters of California, according to the meaning of the agreement or writing for the purchase of said steamboat, dated the third day of August, A. D. one thousand eight hundred and fifty-four; and that if the said steamboat shall within said three years, use the said waters as before mentioned, then and thereupon, the property, estate, and interest of the said Calais Steamboat Company, or their assigns, in said steamboat or vessel, her tackle, apparel, and furniture, shall from that time cease, determine, and be at an end, and the same shall be and become the property, estate, and interest of said William Deming, or his representatives or assigns, unless within ten days after demand made by the said Deming, or his authorized agent, upon the master or owner of the said steamboat or vessel of the said Calais Steamboat Company, or their assigns, for the sum of fifty thousand dollars in cash; that sum shall be paid to the said Deming, or his said authorized agent, demanding the same as liquidated damages for the violation of said condition, agreed upon by said Deming and said Calais Steamboat Company, for the benefit of whom it may concern.

It being expressly understood and agreed that a certain contract made and concluded by and between William W. Vanderbilt and the said Deming, for the transfer and sale of said steamboat or vessel on the ninth day of September, A. D. one thousand eight hundred and fifty-four, though made and executed by the said Deming individually, was made and executed for and in behalf of the said Calais Steamboat Company, and at their request, and that the said Calais Steamboat Company has assumed and will perform all the agreements, conditions, stipulations, and undertakings in said contract as set forth to be performed by said Deming.

In witness whereof said William Deming and the said Calais Steamboat Company by William Todd, duly authorized therefor to declare the assent of the said Calais Steamboat Company to the truth and correctness of every part of this instrument, have hereunto set our hands and seals, this twenty-sixth day of September, in the year of our Lord one thousand eight hundred and fifty-four.

WM. DEMING, [L. S.]
WM. TODD. [L. S.]

Signed, sealed, and delivered in presence of
W. H. KILBY.

D.

To all to whom these presents shall come, I, William Deming, of Calais, in the State of Maine, being at present in the city of New York, send greeting:—

Whereas William W. Vanderbilt, of Greenpoint, in Kings County and State of New York, has, at the time of the delivery of these presents, at my request, executed and delivered to me a bill of sale of the steamboat or vessel called the Adelaide, built at said Greenpoint, of the burthen of seven hundred and thirty-four 48-95th tons or thereabouts, under a contract between me and one William Todd (mentioned in such contract as of Calais), of the one part thereto, and said Vanderbilt and David P. Vail, of the city of New York (of which city said Vanderbilt is mentioned in such contract as being), dated the 3d day of August last. Now in consideration of the premises and of one dollar to me paid at and before the sealing and delivery of these presents (the receipt of which I hereby acknowledge) by and from said Vanderbilt and Vail, I do hereby for myself, my heirs, executors, and administrators, covenant and agree to and with said Vanderbilt and Vail, their executors, administrators, and assigns, that said Todd shall and will *will* within thirty days from the date hereof, execute a writing under his hand and seal, and cause to be delivered to said Vanderbilt or Vail, in the city of New York, such writing, in and by which writing said Todd shall covenant and declare that the said bill of sale to said Deming alone shall be considered and regarded as a fulfilment of said contract, dated August 3d, last past, on the part and behalf of said Vanderbilt and Vail to be performed and fulfilled; and that the said Todd ratifies and confirms the making of said bill of sale to said Deming alone, instead of to said Deming and him, the said Todd, and that said covenant shall be to and with said Vanderbilt and Vail, in said writing, under seal, to be executed by said Todd.

In witness whereof I have hereunto set my hand and seal, this ninth day of September, 1854. WM. DEMING. [L. S.]

Sealed and delivered in presence of
THOMAS FESSENDEN.

The steamer Adelaide having been conveyed to William Deming by William W. Vanderbilt on our request, we hereby covenant and agree with said Deming that said vessel is free from all liens and incumbrances, except such as said Deming may have put upon her, or the acts of said Deming may have given rise to or originated; and we hereby agree to indemnify him against all lawful liens and incumbrances upon said vessel, her tackle, apparel, and furniture, except such as may have been caused by the acts of said Deming himself previous to this date; and we also covenant that said boat shall pass government inspection under a pressure of thirty pounds to the square inch.

Witness our hands and seals, this ninth day of September, 1854.
W. W. VANDERBILT, [L. S.]
D. P. VAIL. [L. S.]

In presence of
EDWARD H. BENEDICT.

And on the seventh day of September of the same year the complainant files the following

Replication.

United States of America,
Circuit Court of the United States, First Circuit.

SCUDDER, Administrator, in Eq.,
vs.
THE CALAIS STEAMBOAT COMPANY.

The replication of Charles Scudder, administrator, complainant, to the answer of the Calais Steamboat Company, defendants.

This replicant saving and reserving unto himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this replicant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things this replicant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

By SHEPLEY & DANA, his Sol's.

And said cause is continued to April and again to September term, in the year of our Lord one thousand eight hundred and fifty-eight, the time for taking testimony therein having been enlarged from time to time, when, to wit, at an adjourned session of the term last mentioned, holden on the seventh day of February, in the year of our Lord one thousand eight hundred and fifty-nine, the testimony taken in said cause is published, pursuant to the order of court.

And the cause is continued again to April term in the year eighteen hundred and fifty-nine, and at an adjourned session thereof, held on the sixteenth day of June of the same year, the same is fully heard and argued, and is again continued to September term in the year eighteen hundred and fifty-nine, and then again to April term in the year eighteen hundred and sixty; and at an adjourned session of the term last above mentioned, holden on the fourteenth day of August of the same year, the opinion of the court is announced by Clifford, J., and the cause is again continued to the present September term in the year eighteen hundred and sixty, when the following decree is entered nunc pro tunc, to wit:—

United States Circuit Court,
First Circuit, Maine District, April Term, 1860.

CHARLES SCUDDER, Adm'r, in Equity,
vs.
THE CALAIS STEAMBOAT COMPANY.

And now, upon a full hearing of the parties upon the said bill, answer, and proofs, it is considered, adjudged, and decreed by the court that the complainant, Charles Scudder, administrator, is entitled to a conveyance from the said Calais Steamboat Company of all the title acquired, or claimed by the said Calais Steamboat Company to have been acquired, to said thirteen-twentieths of the said steamer Adelaide, her engines, boats, tackle, apparel, and furniture, as derived from or under the said William W. Vanderbilt; and that the said Calais Steamboat Company account with and pay over to the said Charles Scudder thirteen-twentieths of the net earnings of the said steamer Adelaide since the ninth day of September, A. D. eighteen hundred and fifty-four; and that the cause be referred to George F. Emery, Esquire, Master in Chancery, to report the form of a conveyance to be executed by said Calais Steamboat Company to the said Charles Scudder, and to ascertain and state the amount of thirteen-twentieths of said net earnings; and other proceedings are stayed until the further order of court.

SHEPLEY & DANA, Counsel of Complainant.

And thereupon a commission issues to said master, as follows, to wit:—

United States of America, Maine District, *ss.*

The Circuit Court of the United States, begun and holden at Portland, within and for the Maine District, on the twenty-fourth (the twenty-third occurring on Sunday) day of September, in the year of our Lord one thousand eight hundred and sixty—

[L. S.] To George F. Emery, of Portland, in said district, Esquire, Master in Chancery:

Know ye, that, reposing confidence in your wisdom, prudence, and fidelity, we have appointed and by these presents do authorize and empower you to report the form of a conveyance to be executed by the Calais Steamboat Company to Charles Scudder, administrator, of all the title acquired, or claimed by the said Calais Steamboat Company to have been acquired, to thirteen-twentieths of the steamer Adelaide, her engines, boats, tackle, apparel, and furniture, as derived from or under William W. Vanderbilt, and also ascertain and state the amount of thirteen-twentieths of the net earnings of the said steamer Adelaide since the ninth day of September, A. D. eighteen hundred and fifty-four.

And to this end, to notify the said Calais Steamboat Company and the said Charles Scudder to appear before you at a certain time and place by you appointed, for the purpose of giving said parties a hearing in the premises; and when you shall have fully heard said parties, prepared such form of conveyance, and ascertained and stated the account aforesaid in writing, you will return your report in the premises, containing all your doings herein, into our said court, as soon as may be, together with this your commission, indorsed, sealed, and directed to the court aforesaid.

In testimony whereof we have caused the seal of the said Circuit Court to be hereunto affixed.

Witness the Honorable Roger B. Taney, at Portland, this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and sixty. GEO. F. EMERY, Clerk.

And at an adjourned session of the court, holden on the twentieth day of November, in the year eighteen hundred and sixty, said master returns into our said court his report, as follows, to wit:—

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United States of America,
First Circuit, District of Maine, *ss.*

To the honorable Circuit Court of the United States for the First Circuit and District aforesaid:

The undersigned, master in chancery, to whom was referred, as appears by the commission herewith returned, the matter of reporting the form of a conveyance to be executed by the Calais Steamboat Company to Charles Scudder, administrator, of all the title acquired, or claimed by the said Calais Steamboat Company to have been acquired, in and to thirteen-twentieths of the steamer Adelaide, her engines, boats, tackle, apparel, and furniture, as derived from or under William W. Vanderbilt, and to ascertain and state the amount of thirteen-twentieths of the net earnings of said steamer Adelaide since the ninth day of September, A. D. eighteen hundred and fifty-four, has attended to that duty, and respectfully submits his report in the premises, as follows, to wit:—

The parties aforesaid were severally duly notified to appear before said master for the purpose of a hearing in the premises, and severally did appear accordingly at the office of said master in Portland in said district on the day of October, in the year eighteen hundred and sixty, and were severally fully heard by said master; the said Charles Scudder, administrator, being represented by Messrs. Shepley and Dana, his solicitors, and the said Calais Steamboat Company by Messrs. Hutchins and Wheeler, their solicitors.

I. At the hearing aforesaid the said Calais Steamboat Company produced a stated account containing, as they alleged, each and all of the items of receipts and disbursements pertaining to the subject matter of inquiry before said master, and exhibited their vouchers in support thereof; whereupon the same having been submitted to and examined by the said Charles Scudder, administrator, it was mutually agreed by the parties aforesaid, that said account does contain a full, true and correct statement of all said receipts and disbursements, and that all the items thereof, except as is hereinafter specified, be allowed by said master, and the same are allowed by him accordingly. For greater certainty and particularity with reference to the said items of account thus agreed upon and allowed, the master refers to said account, which is returned herewith and marked for identification "G, F, E."

II. The only item of said account controverted by either party was the sum of six hundred ninety dollars and sixty-two cents ($690.62), it being for commissions in the sale of said steamer Adelaide. This sum said company contended should be allowed them, the same, as they alleged, having been paid out by them in good faith to the agent employed to make sale of her. The said Scudder, on the contrary, denied the validity of such claim in the part of said company, and objected to the allowance thereof by the master.

No evidence was produced before the master proving that said steamer Adelaide has been sold by said company, and for the purpose of this report, said master finds that no sale thereof has been made. Consequently, a charge for "commissions in sale" of the steamer is not regarded by the master as allowable in favor of said company, and the same is accordingly disallowed.

But, secondly, had competent and sufficient evidence been produced at the hearing aforesaid to establish the fact of such sale, the master is of opinion, and he so reports, that a charge for commissions on the sale of the steamer does not constitute a proper element for ascertaining and reporting her net earnings. "The net earnings" of the steamer contemplate *use and employment* of her, not alienation of title, as therefore the item in question did not and could not accrue under such use and employment, it is believed by the master that said item of six hundred ninety dollars and sixty-two cents is not a proper or legitimate charge on the part of said company as against said Scudder, and for the reason last above stated also the same is disallowed by the master.

III. Upon the facts and premises above stated, the master finds, and accordingly reports, that the actual annual loss and gain accruing from the use and employment of said steamer by said company since said ninth day of September, A. D. eighteen hundred and fifty-four, were as follows, to wit:—

For the year 1854, there was a loss of	$6,643 62	
For the year 1855, there was a loss of	5,197 48	
For the year 1856, there was a gain of		31,282 35
For the year 1857, there was a gain of		14,632 63
For the year 1858, there was a loss of	4,426 47	
For the year 1859, there was a gain of $3,000, less $2,036 00		963 99
The balance of gain thus found is	30,611 40	
	$46,878 97	$46,878 97

The master therefore reports, that the gross amount of net earnings of said steamer, for and during the period aforesaid, were, exclusive of interest, thirty thousand six hundred eleven dollars and forty cents, thirteen-twentieths of which sum are nineteen thousand eight hundred ninety-seven $\frac{41}{100}$ dollars ($19,897 41).

IV. But the said Scudder contends that there should be annual rests upon the afore-ascertained sums of loss and gain. Entertaining the opinion that interest thereon annually does constitute a proper element in ascertaining the true amount of said net earnings, the master has computed the same accordingly, adopting the 20th of November for the day of rest aforesaid (that being taken as equitable to the parties respectively, as well as for convenience).

Whereupon he finds and reports, that upon this basis, the true "amount of thirteen-twentieths of said net earnings," computed up to the date of this report, is twenty-three thousand seven hundred eighty-three $\frac{29}{100}$ dollars ($23,783 29).

V. In further execution of his commission, the master also respectfully reports that he has drafted the form of "a conveyance from the said Calais Steamboat Company, of all the title acquired or claimed by the said Calais Steamboat Company, to have been acquired, to said thirteen-twentieths of the said steamer Adelaide, her engines, boats, tackle, apparel, and furniture, as derived from or under the said William W. Vanderbilt," and returns the same herewith as a part of his said report, the same being marked A. for identification.

All of which is respectfully submitted this twentieth day of November, A. D. eighteen hundred and sixty.

By GEO. F. EMERY, Master in Chancery.

A.

To all people to whom this present bill of sale shall come.

The Calais Steamboat Company, a corporation existing and organized under, and by virtue of the laws of the State of Maine, and having its place of business established at Calais, in said State of Maine. Send Greeting.

Know ye, that we, the said Calais Steamboat Company, for and in consideration of the sum of to us in hand well and truly paid, at or before the ensealing and delivery of these presents, by Charles Scudder, of Boston, in the Commonwealth of Massachusetts, merchant, administrator of the goods and estate which were of John Van Pelt, late of San Francisco, in the State of California, deceased, the receipt whereof we do hereby acknowledge, and are therewith fully and entirely satisfied and contented, have granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said Charles Scudder, administrator as aforesaid, all the title acquired, or claimed by the said Calais Steamboat Company to have been acquired, to thirteen-twentieths ($\frac{13}{20}$ths) of the steamer Adelaide, her engines, boats, tackle, apparel, and furniture, as derived from or under one William W. Vanderbilt, now lying at and enrolled at the port of Passamaquoddy, the certificate of whose enrolment is as follows, viz:—

(Here copy the Certificate of Enrolment.)

To have and to hold the said granted and bargained thirteen-twentieths of said steamer Adelaide and premises, with the appurtenances, unto the said Charles Scudder, administrator as aforesaid, his heirs, executors, administrators, or assigns, to his and their only proper use, benefit, and behoof forever: And we, the said Calais Steamboat Company, do avouch ourselves to be the true and lawful owners of the said thirteen-twentieths of said steamer Adelaide and her appurtenances, and have in us full power, good right, and lawful authority to dispose of the said thirteen-twentieths of said steamer

Adelaide and her appurtenances, in manner as aforesaid. And furthermore, we, the said Calais Steamboat Company, do hereby covenant and agree to warrant and defend the said thirteen-twentieths of said steamer Adelaide and appurtenances, against the lawful claims and demands of all persons whatsoever, unto him the said Charles Scudder, administrator as aforesaid.

In witness whereof we, the said Calais Steamboat Company, by our President, duly empowered and authorized for this purpose, have hereunto set the hand and seal of said company, the twentieth day of November, in the year of our Lord one thousand eight hundred and sixty.

Signed, sealed, and delivered in presence of [L. S.]

Whereupon the solicitors for the complainant move the court for the acceptance of said report, and the same is accepted.

And thereupon the said Calais Steamboat file the following exceptions to said master's report, to wit:—

U. S. C. C., Maine District.

Sept. T., 1860.

CHARLES SCUDDER, Adm'r,
vs.
CALAIS STEAMBOAT COMPANY.

Respondents' Exceptions to Master's Report.

And now the respondents come and except to the report of the master in the above cause.

First. Because said master has allowed interest upon the earnings of said steamer Adelaide, to the complainant.

Second. Because said master has made annual rests in the computation of said interest.

CALAIS STEAMBOAT CO.
By their att'ys, HUTCHINS & WHEELER.

And said exceptions, being set down by mutual consent, for an immediate hearing thereon, are heard by the court, and the same are by the court overruled.

And on the same twentieth day of November, the final decree in said suit in equity is read, passed, and promulged as follows, to wit:

United States Circuit Court, First Circuit, Maine District.

September Term, 1860.

In Equity.

CHARLES SCUDDER, Adm'r,
vs.
THE CALAIS STEAMBOAT COMPANY.

And now, upon the coming in of the report of George F. Emery, Master in Chancery, to whom certain matters were referred by an interlocutory decree in this cause, and upon a hearing of the parties

thereon, it is ordered by the court that said report be accepted and adopted; and it is further ordered, adjudged, and decreed that the said Calais Steamboat Company make, execute, and deliver to the said Charles Scudder, administrator, &c., a conveyance in the form reported by the said master, and that the said Charles Scudder, adm'r, &c., recover of the said Calais Steamboat Company, the sum of twenty-three thousand seven hundred eighty-three $\frac{29}{100}$ dollars, with interest thereon, from the 20th day of November, A. D. 1860, being thirteen-twentieth parts of the net earnings of said steamer Adelaide, together with the costs of court, taxed at
and that execution issue therefor. ASHUR WARE,
Judge of Dist. of Maine, and Associate Judge of the C. C.

And on the same twentieth day of November, the respondents claim an appeal from said final decree as follows, to wit:—

U. S. C. C., Maine District, Sept. T. 1860.

CHARLES SCUDDER, Ad'r, Compl't,
vs.
CALAIS STEAMBOAT COMPANY, Defendants.

And now, after final decree, the said Calais Steamboat Company, being here in court by Hutchins & Wheeler, their authorized attorneys, claim an appeal to the Supreme Court of the United States of America next to be held at Washington.

CALAIS STEAMBOAT CO.,
By their attorneys, HUTCHIN'S & WHEELER.

And thereupon the following bond is filed by the defendant company, namely:—

Know all men by these presents, that we, the Calais Steamboat Company as principal, and William Deming and William Todd as sureties, are held and firmly bound unto Charles Scudder, of Boston, in the district of Massachusetts, merchant, and a citizen of the commonwealth of Massachusetts, administrator of the goods and estate which were of John Van Pelt, late of San Francisco, in the State of California, deceased, in the sum of twenty-five thousand dollars, to be paid to the said Scudder, administrator, or his legal representatives. For which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally firmly by these presents.

Sealed with our seals. Dated the third day of December, in the year of our Lord one thousand eight hundred and sixty.

Whereas, in a suit in equity, in the United States Circuit Court for the First Circuit and District of Maine, wherein the said Charles Scudder, administrator, is complainant, and the Calais Steamboat Company, a corporation existing and organized under and by virtue of the laws of the State of Maine, and having its place of business established at Calais, in said State of Maine, are defendants; the said defendants have appealed from the final decree therein to the Supreme Court of the United States.

Now, therefore, the condition of this obligation is such, that if the said Calais Steamboat Company shall and do diligently prosecute such appeal, and shall and do pay all costs and damages that may be awarded against them thereon, then this obligation to be void; otherwise to be and remain in full force and virtue.

WM. TODD, President, [L. S.]
WM. DEMING, Treas., [L. S.]
WM. TODD, [L. S.] } Sureties.
WM. DEMING, [L. S.] } Sureties.

Signed, sealed, and delivered, in the presence of
CHS. L. DEMING.

Whereupon said bond is approved by the court, and the appeal of said defendant company is thereupon allowed.

Attest, GEO. F. EMERY, Clerk.

Recorded from the original papers and minutes, by
GEO. F. EMERY, Clerk.

United States of America.
District of Maine, *ss.* First Circuit.

I, Geo. F. Emery, clerk of the Circuit Court of the United States for the District of Maine, in the First Circuit, hereby certify that the foregoing, from page one (1) to forty-nine (49) inclusive, contains a true and perfect copy of the record of a suit in equity, determined in said court wherein Charles Scudder, administrator, was complainant, and the Calais Steamboat Company were respondents.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, this eighth day of December, in the year of our Lord one thousand eight hundred and sixty, and of the independence of the United States of America the eighty-fifth.

[SEAL.] GEO. F. EMERY, Clerk C. C. U. S.

Interrogatories filed by the plaintiff to be propounded to Frank Johnson, a witness to be examined in behalf of the complainant, in the above entitled cause.

Interrogatory first. Please state your name, residence, age, and profession.

Interrogatory second. Whether or not you knew John Van Pelt in his lifetime, and where he resided; and, if dead, when and where he died, and whether he died testate or intestate?

Interrogatory third. Whether or not letters of administration upon the estate of the said Van Pelt issued? If yea, when, by whom, and to whom, and who acted as administrator on said estate?

Interrogatery fourth. Whether the administrators aforesaid, assumed that trust? Whether or not all the goods and estate of the said Van Pelt, found in the State of California, were administered upon and settled by said administrators, and whether or not the administrators aforesaid were discharged; and if so discharged, when, and by what authority, and whether or not such discharge was upon a full and final settlement?

Interrogatory fifth. Whether or not you as one of the administrators aforesaid, or any other of the said administrators, to your knowledge, ever took possession of a steamer or vessel then in process of construction in the city of New York, and then or afterwards called the "Adelaide?" Whether or not you or they ever assumed any authority, or control, or jurisdiction over her, or ever authorized any person or persons to make sale of her, or ever administered upon her or any part of her, as property of the said Van Pelt?

Interrogatory sixth. Whether or not the said Van Pelt during his lifetime, entered into any agreement, and what, and with whom, to provide money for the building of said steamer, and pledged any and what property in California for that purpose?

Interrogatory seventh. Whether or not during the administration aforesaid, you know that such a steamer was being built in New York, and whether or not as such administrator, you paid any and what money on account of the said steamer; and if so, why, and whether the sums so paid by you were paid as being liabilities against the estate of said Van Pelt and a lien upon his property? State the same fully and at length.

Interrogatory eighth. What was the interest of the said Van Pelt at the time of his death, in the said steamer, and who were the other owners, and what if known to you, were their several interests? State fully all you know about said interest or interests.

Interrogatory ninth. Whether or not during his lifetime, said Van Pelt sent William W. Vanderbilt and David P. Vail, or either or both of them, to New York in connection with the building and navigation of the said steamer? If so, state for what purpose or purposes they or either of them were sent, and when they severally went, and with what authority and directions at first, and whether the same were subsequently varied, and what funds the said Van Pelt during his lifetime advanced for the construction of the said vessel. State fully and at length all you know in regard to the matter.

Interrogatory tenth. In what business was the said Van Pelt engaged for the space of one year prior to the time of his death; and whether or not during that period he had been concerned with others in navigating the waters of California by steamers?

Interrogatory eleventh. Whether or not said Van Pelt desired to keep secret the fact of his being engaged in building said steamer in New York, if yea, why?

Interrogatory twelfth. Have you as such administrator, or otherwise, ever authorized William W. Vanderbilt and David P. Vail, or either of them, or any other person or persons, and if any, whom, to sell the said steamer to any party, and have you any knowledge of any such authority having been given by either of the other administrators?

Interrogatory thirteenth. Have you ever given any direction or instruction to either said Vanderbilt or Vail, or any other person, respecting the said steamer? And have you ever received, or seen, or known of, any communication from either the said Vanderbilt or Vail, to the said administrators, or either of them, as such administrators, in relation to said steamer?

Interrogatory fourteenth. Have you ever, as such administrator, received any money or realized anything from the proceeds of the sale of the said steamer?

Interrogatory fifteenth. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

Cross-interrogatories on behalf of defendant, to be propounded to Frank Johnson, a witness to be examined on behalf of the complainant in the above entitled cause.

Cross-interrogatory first. Have you, in your answers to the 6th, 8th, and 9th interrogatories, stated any facts of which your knowledge is derived only from the statements of other persons or hearsay? If so, what?

Cross-interrogatory second. Do you know of your own personal knowledge, all the facts stated by you in your answers to the 6th, 8th, and 9th interrogatories? State your means of knowledge of the facts stated by you in said answers.

Cross-interrogatory third. Did not said Van Pelt desire to keep secret the fact of his being engaged or interested in building a steamboat in New York, on account of his owing debts in New York?

Cross-interrogatory fourth. Did you not understand that Van Pelt desired to keep the fact secret because he was owing debts in New York?

Cross-interrogatory fifth. Did you ever have any conversation with Van Pelt, or hear him say anything as to the keeping secret the fact of his being interested in said steamboat? If yea, what did he say, and what did he give you to understand about it?

Cross-interrogatory sixth. Who was the principal acting administrator in settling the estate of said Van Pelt? Who received and paid out the principal part of the funds of said estate?

Cross-interrogatory seventh. Did all the administrators participate equally in the active duties of settling the estate, in taking possession of and managing the property, and in the receiving and disbursing moneys? If not, who performed the principal part of these duties?

Cross-interrogatory eighth. If you shall have stated in your answers to the direct interrogatories, that any money was paid on account of a steamer that was being built in New York, which of the administrators paid the same? Did not Richard Chenery have the management of the same?

Cross-interrogatory ninth. Did not the said Chenery manage the interests of the estate in said steamboat? Was not the same left to his management by the other administrators?

Cross-interrogatory tenth. Did you pay or consent to the payment of the drafts and sums of money mentioned in your answers to the direct interrogatories, for the construction of a steamboat in New York, without making any inquiries as to said boat, or what was to be done with the same, and without taking any steps to protect the interest of the estate in the same?

Cross-interrogatory eleventh. Did you know that said Chenery was corresponding with David P. Vail and William W. Vanderbilt in regard to the construction of and finishing said boat? Did you not see the correspondence between said Chenery and Vail and Vanderbilt, or some parts of it? Was you not informed by said Chenery of the same, and the nature and general contents of the same?

Cross-interrogatory twelfth. Was it not a subject of conversation between the administrators or some of them during the construction of the boat, and while you were paying the drafts drawn on account of her construction, what should be done with the boat when completed, and what should be done with the interest of the estate in her?

Cross-interrogatory thirteenth. Did not said Chenery, one of the administrators, direct to have said steamboat sold in New York? Did you know it? Were you consulted in regard to it?

Cross-interrogatory fourteenth. Did not you know that it was contemplated to have the boat sold in New York? Did you object to the sale? Was your consent to the sale asked? Was it withheld by you?

Cross-interrogatory fifteenth. Did said Chenery apply to you or have any conversation with you as to the sale before it was made? If so, what did you say to said Chenery as to the sale and as to the interest of the estate or heirs of Van Pelt in the boat?

Cross-interrogatory sixteenth. When did you first hear that a sale was contemplated, and who told you, or how did you hear it, and what did you hear about it?

Cross-interrogatory seventeenth. Did you take any steps to prevent a sale of the boat?

Cross-interrogatory eighteenth. While said boat was being constructed and you were paying drafts on her account, what did you understand or suppose was to be done with the boat when finished?

Cross-interrogatory nineteenth. Did you not at first understand that said boat, when finished, was to go to California?

Cross-interrogatory twentieth. When was such intention changed, and when did you first learn or understand of the change, and that the boat was to be sold in New York?

Cross-interrogatory twenty-first. Did you not have conversation with said Chenery as to the change of intention? Did you intimate to said Chenery any objections to the sale of the boat in New York, instead of bringing her to California?

Cross-interrogatory twenty-second. If you took no steps to prevent the sale of the boat in New York, was not the reason that you were willing that she should be sold in New York?

Cross-interrogatory twenty-third. What was the reason of the change of intention as to the destination of said boat, and of selling her in New York, instead of taking her to California?

Cross-interrogatory twenty-fourth. Was it not because the administrators and heirs of Van Pelt, or some of them, were interested in steamboats in the waters of California, and had become parties to a coalition or combination in that business? What was such coalition or combination? State all about it, and the agreement, if any, in regard to said boat, and the sale of the same in New York, with such combination, or the parties composing it, or any of them?

Cross-interrogatory twenty-fifth. Was it not a part of the arrangement or agreement with the other proprietors of steamboats in California, that said boat should be sold in New York, and should not be taken to California? If not, what was the agreement or understanding, or arrangement, if any?

Cross-interrogatory twenty-sixth. After you became administrator, was there not conversation, understanding, or agreement, that said Chenery should have the management of the boat, and that she should be finished under his direction?

Cross-interrogatory twenty-seventh. Did you ever have any correspondence with said Vail or Vanderbilt in regard to said boat or the sale of her or anything connected with her? If yea, annex the originals or copies, and if you cannot annex the same, state the contents or substance of the same as nearly as you can.

Cross-interrogatory twenty-eighth. If you say that you had no such correspondence, was not the reason that said Chenery had charge of the same, and that the same was left to his management?

Cross-interrogatory twenty-ninth. Have there been any agreements, contracts, or powers of attorney, between the administrators of said Van Pelt's estate with any other person or persons in regard to said boat or anything connected with her or the sale, or the management of her? If so, what, with whom, and if in writing, annex the same or copies of the same to your answers.

Cross-interrogatory thirtieth. Did not said Chenery receive certain moneys, the proceeds of the sale of said boat?

Cross-interrogatory thirty-first. Were you not informed that said

Chenery received the proceeds of the sale of said boat, if so, when and how?

Cross-interrogatory thirty-second. Did not said Chenery offer to account for the proceeds of the sale of said boat in settling the estate of said Van Pelt?

Cross-interrogatory thirty-third. Were there not negotiations in regard to his settlement of said proceeds, and with whom?

Cross-interrogatory thirty-fourth. Upon what terms, if any, did you or the heirs of said Van Pelt offer to settle with said Chenery for the sale of said boat?

Cross-interrogatory thirty-fifth. Please state the negotiations that were had with said Chenery in regard to the settlement of the interest of the estate of said Van Pelt in the proceeds of the sale of said boat?

Cross-interrogatory thirty-sixth. What did said Chenery do with said proceeds?

Cross-interrogatory thirty-seventh. Did he keep it secret from you, or from any person, that he received the proceeds of the sale of said boat?

Cross-interrogatory thirty-eighth. Did you in any way directly or indirectly receive any part of said proceeds?

Cross-interrogatory thirty-ninth. Was not the objection to settling with said Chenery for the proceeds of the sale of said boat a disagreement as to the amount of interest to be allowed by him, and if not, what was the objection to a settlement, what was the difference between the parties.

Cross-interrogatory fortieth. At the time of the receipt of the proceeds of the sale of said boat was not said Chenery solvent or reported to be solvent, and for some and what time thereafter?

Cross-interrogatory forty-first. Did not said Chenery subsequently to the receipt of said proceeds, and when, fail and become insolvent, and is he not now insolvent?

HUTCHINS AND WHEELER.
Solicitors for Defendant.

To the first interrogatory he saith: His name is Frank Johnson, his residence is Oroville, Butte County, State of California; his age thirty-three, and his profession or occupation keeper of hotel.

To the second interrogatory he saith: He knew John Van Pelt in his lifetime, and he resided in San Francisco in the State of California, and he died in San Francisco in the autumn of 1853, and intestate.

To the third interrogatory he saith: Letters of administration upon the estate of said John Van Pelt, did issue to Horace P. Janes, Richard Chenery, and Frank Johnson, this deponent, and were issued by the Probate Court of the County of San Francisco aforesaid, on the twenty-eighth day of October, 1853, and the said

Horace P. Janes, Richard Chenery, and this deponent acted as administrators upon said estate.

To the fourth interrogatory he saith: That the administrators aforesaid, affirmed the trust, and that all the goods and estate of the said John Van Pelt found in the State of California, were administered upon and settled by said administrators, and said administrators were discharged by the authorities of the Probate Court of the county of San Francisco aforesaid, in about one year after the grant of the letters aforesaid, and such discharge was upon a full and final settlement.

To the fifth interrogatory he saith: This deponent did not, as administrator as aforesaid, and has no knowledge that any other of the administrators ever took possession of a steamer or vessel then in progress of construction in the city of New York, and then or afterwards called the Adelaide. This deponent never assumed any authority or control or jurisdiction over her, and has no knowledge or remembrance as to any authority, control or jurisdiction assumed by his administrators as such, and never to his remembrance, authorized any person to make sale of her, and never to his remembrance, administered upon the said vessel or steamer, or any part of her, as property of the said Van Pelt.

To the sixth interrogatory he saith: The said John Van Pelt in his lifetime, informed this deponent he had made arrangements with Page, Bacon & Co., a banking house in San Francisco, to provide the funds for building said steamer or vessel, and had pledged his interest in the steamer or vessel called the Antelope, as security for that object, the said Antelope then in San Francisco.

To the seventh interrogatory he saith: This deponent knew, during the administration aforesaid, that such a steamer was being built in New York, and the administrators sent to New York money to be applied on account of building said steamer, but what amount this deponent does not recollect; and said money so paid was paid for the building of the boat by request of the heirs, and to finish building the boat and pay her indebtedness, and was paid from the funds of the estate, and as a liability against the estate.

To the eighth interrogatory he saith: The interest of said John Van Pelt in said boat was thirteen-twentieths of the said boat, as represented to this deponent by said John Van Pelt, and the remaining owners were Richard Chenery and Richard Jessup; and the impression of witness is, but he is not positive, said Richard Chenery owned four-twentieths, and said Richard Jessup three-twentieths of said boat called the Adelaide. Said information as to ownership and the respective interests of the parties was derived from the said parties.

To the ninth interrogatory he saith: Said John Van Pelt in his lifetime sent William W. Vanderbilt and David P. Vail to New York in connection with the building and navigation of said steamer. W. W. Vanderbilt was sent on first to make the contract for the hull and machinery for the boat and in his own name, to conceal the fact from other steamboat owners in California that the parties aforesaid were building said boat with a view to run her in California. Said Vanderbilt went previous to the death of said Van Pelt, and in or about May, 1853, and directions were to build the steamer or vessel called the Adelaide, and the owners would furnish the funds. And said David P. Vail was sent to New York about the fifth of September, 1853, to finish said steamer or vessel and bring her out to California around Cape Horn, and such instructions were varied, as this deponent was informed after the death of said Van Pelt, by the said Richard Chenery, as he informed this deponent. This deponent cannot state the amount advanced by said Van Pelt in his lifetime for the construction of the said vessel, he did know about the amount but has forgotten the same. The amount was from ten to twenty thousand dollars, or perhaps more.

To the tenth interrogatory he saith: Said Van Pelt was engaged for one year previous to his death in navigating the waters of California with steamboats, and had been during that period concerned with others in navigating said waters.

To the eleventh interrogatory he saith: Said Van Pelt did desire to keep secret the fact of his being engaged in building said steamer in New York, and the reason was he did not desire others interested in steamboats to know he was engaged in the enterprise.

To the twelfth interrogatory he saith: He never, as administrator or otherwise, authorized William W. Vanderbilt and David P. Vail, or either of them, or any other person or persons, to sell the said steamer to any party; and this deponent has no knowledge of any such authority having been given by either of the said administrators, except, this deponent has been informed by Richard Chenery, he gave authority to sell said boat or vessel as owner and not as administrator.

To the thirteenth interrogatory he saith: He does not recollect of having given any instructions or directions to either said Vanderbilt or Vail, or any other person, respecting the said steamer. Deponent has seen letters from said Vail to said Chenery on the business of said boat, and asking directions from the administrators of said Van Pelt in regard thereto.

To the fourteenth interrogatory he saith: He has never, as administrator, received any money or realized anything from the proceeds of the sale of said steamer.

To the fifteenth interrogatory he saith: He does not know of any other matter or thing which may be a benefit or advantage to either of the parties, or that may be material to the subject of this deponent's examination or the matters in question in this cause.

FRANK JOHNSON.

To the first cross-interrogatory he saith: He has stated, in his answer to the eighth, sixth, and ninth interrogatories, all his information derived from hearsay, and the arrangement as to sending said Vanderbilt and Vail to New York were matters in his personal knowledge, having been present at the arrangement between said Van Pelt and said Vanderbilt and Vail, and all matters stated in said interrogatories are upon personal knowledge except where therein stated to be from hearsay.

To the second cross-interrogatory he saith: That in his answer to the 6th, 8th, and 9th interrogatories he has stated his means of knowledge and when upon hearsay, and in his answer to the first cross-interrogatory his knowledge as to the sending Vanderbilt and Vail to New York, and the purpose of so doing.

To the third cross-interrogatory he saith: He has no knowledge of said Van Pelt owing debts in New York or being desirous of keeping secret the fact of being engaged or interested in building a steamboat for that reason.

To the fourth cross-interrogatory he saith: He did not understand that Van Pelt desired to keep the fact secret, because he was owing debts in New York.

To the fifth cross-interrogatory he saith: He has had conversation with Van Pelt as to keeping secret the fact of his being interested in said steamboat, and he told this deponent he did not desire that those engaged in steamboat business in California should know he was about building a steamboat to run in connection with the Antelope on the Sacramento River.

To the sixth cross-interrogatory he saith: Horace P. Janes and Richard Chenery were principal acting administrators, and received and paid out principal part of the funds of said estate.

To the seventh cross-interrogatory he saith: All the administrators did not participate equally in the active duties of settling the estate in taking possession of and managing the property and disbursing moneys. This deponent was principally engaged in managing the steamer Antelope, and the other administrators performed principally the active duties as to other matters relating to said estate, though this deponent was generally called upon, and he supposed always for his concurrence as to any final matter in relation to said estate.

To the eighth cross-interrogatory: Richard Chenery sent forward the drafts or bills on New York to pay for building said steamer, and had the management of the same on behalf of said estate.

To the ninth interrogatory he saith: Richard Chenery did not exclusively manage the interests of said estate in said steamboat, but Horace P. Janes managed the same in conjunction with him, and this deponent was consulted in relation thereto, and the same was not left to his management by the other administrators exclusively.

To the tenth cross-interrogatory he saith: The money was sent to finish said boat by request of the heirs, and it was the understanding and expectation that after being built said boat would be brought to California by said Vail, in pursuance of the instructions hereinbefore set forth, and for the purpose originally designed.

To the eleventh cross-interrogatory he saith: He knew that said Chenery was corresponding with Vail and Vanderbilt in regard to the construction and finishing said boat; and this deponent saw parts of said correspondence, but how much of it he does not know, but was informed by said Chenery of the same, and the nature and general contents of the same as represented by said Chenery.

To the twelfth cross-interrogatory he saith: He has no recollection of any conversation between the administrators during the construction of the boat, and while paying the drafts drawn on account of her construction, what should be done with the boat when completed, and what should be done with the interest of the estate in her.

To the thirteenth cross-interrogatory he saith: He has been informed said Chenery did direct the sale of said steamboat in New York, and this deponent did not know of it until he heard of the sale from New York, and was not consulted as to said sale, but was told by Chenery they intended to sell her.

To the fourteenth cross-interrogatory he saith: This deponent had heard of intentions to sell the boat in New York, the other owners not desiring she should come to California, but this deponent objected to any sale by the administrators of the estate, and his consent was not asked; and this deponent has never been informed that said boat was sold by any one as administrator.

To the fifteenth cross-interrogatory deponent saith: Said Chenery did not apply to deponent as to sale of said boat before it was made in his capacity of administrator.

To the sixteenth cross-interrogatory this deponent saith: He first heard in the spring or summer of 1854 that a sale of the boat was contemplated. That he heard conversations between Chenery and two of the heirs of said Van Pelt, viz., David Van Pelt and a Mr. Wing, and they were trying to come to some understanding to have the boat sold, and not have her brought out here, as it would be injurious to the interest of the Steam Navigation Company, of which Chenery and Jessup were members; but this deponent does not remember the result of the conversation or the particulars thereof.

To the seventeenth cross-interrogatory he saith: He did not take any steps to prevent a sale of the boat.

To the eighteenth cross-interrogatory he saith: That while said boat was being constructed, and drafts were being paid on her account, deponent understood said boat was to come to California around Cape Horn, and be employed in running on the Sacramento River.

To the nineteenth cross-interrogatory he saith: He did understand at first that the boat when finished was to go to California.

To the twentieth cross-interrogatory he saith: That after the organization of the Steam Navigation Company, as before stated, in the spring or summer of 1854, he first heard of the intention of selling the boat in New York.

To the twenty-first cross-interrogatory he saith: That he did have conversation with said Chenery as to change of intention, and stated to him he wished the boat to come to California in pursuance of the original intention.

To the twenty-second cross-interrogatory he saith: This deponent had nothing to do with the steamer as administrator, further than at request of the heirs to raise funds to complete her in pursuance of original agreement.

To the twenty-third cross-interrogatory he saith: The reason of the change of the destination of said boat was that the California Steam Navigation Company, of which Richard Chenery was president, and Richard Jessup interested, did not wish an independent boat on the Sacramento River, which was the principal theatre of their operations.

To the twenty-fourth cross-interrogatory he saith: He has no knowledge except as mentioned in the answer to last interrogatory. The said Richard Chenery was interested as stated, and was administrator, and he has no knowledge of any agreement as to sale of said boat in New York with any person or persons, except he was informed by Richard Chenery that the heirs consented to a sale in New York.

To the twenty-fifth cross-interrogatory he saith: He has no knowledge of any arrangement or agreement with other proprietors of boats in California that said steamboat should be sold in New York and should not be taken to California.

To the twenty-sixth cross-interrogatory he saith: He is not aware of, and never made any understanding or agreement that said Chenery should have the management of the boat, and that she should be finished under his direction.

To the twenty-seventh cross-interrogatory he saith: He has no recollection of corresponding with said Vanderbilt since the decease of John Van Pelt; that he has had friendly correspondence with said Vail, of which he has neither the originals or copies, and in those letters this deponent inquired how the matter was progressing in regard to the boat, and some other general inquiries, but the particulars are not recollected. As explanatory of this and other conversations and acts in regard to said boat this deponent states, by an arrangement with said John Van Pelt in his lifetime this deponent was to have an interest of one-twentieth in said boat, for which he had advanced to said Van Pelt a certain sum of money, and all his inquiries, letters and conversations were in reference to this interest, this deponent not supposing that as administrator he had anything to do with or control over property of the intestate in New York.

To the twenty-eighth cross-interrogatory he saith: That the reason he had no such correspondence is detailed in the last answer, and it was not that said Chenery had charge of the same, and it was left to his management, but said Chenery and Janes usually conducted the correspondence with Vail.

To the twenty-ninth cross-interrogatory he saith: He has no recollection of any agreements, contracts, or powers of attorneys between the administrators of said Van Pelt's estate with any other person or persons in regard to said boat or anything connected with her or the sale or the management of her.

To the thirtieth cross-interrogatory he saith: That said Chenery told witness he received certain moneys, the proceeds of the sale of said boat, and this deponent hath no other knowledge of the matter.

To the thirty-first cross-interrogatory he saith: That this is answered in the preceding answer, and said Chenery so informed deponent in 1854, and verbally.

To the thirty-second interrogatory he saith: That no such offer was made in settlement of the accounts of the administrators in the Probate Court, to the knowledge or belief of deponent.

To the thirty-third cross-interrogatory he saith: That he has no knowledge, but has been informed by the heirs of said Van Pelt, and by said Chenery, there were negotiations for the settlement of the proceeds with said heirs.

To the thirty-fourth cross-interrogatory he saith: That he never made any offer, as administrator, or as representing the estate of Van Pelt, to settle with said Chenery for the sale of said boat, and what offers the heirs made, if any, this deponent does not know.

To the thirty-fifth cross-interrogatory he saith: He has no knowledge of any negotiations that were had with said Chenery as to the settlement of the interest of Van Pelt's estate in the proceeds of the sale of said boat, but this deponent was informed by both said Chenery and the heirs of Van Pelt that said Chenery offered about forty thousand dollars in settlement of said claim.

To the thirty-sixth cross-interrogatory he saith: He does not know.

To the thirty-seventh cross-interrogatory he saith: He told this deponent he had received the proceeds of the sale of said boat, and did not therefore keep it secret.

To the thirty-eighth cross-interrogatory he saith: He did not in any way, directly or indirectly, receive any part of the proceeds of said boat; but this deponent sold to said Chenery and Jessup his interest, being the claim aforesaid for one-twentieth of said boat, before the said proceeds were received by said Chenery.

To the thirty-ninth cross-interrogatory he saith: He does not know what the items of difference were as to said settlement, except he was informed by the heirs of Van Pelt the amount offered was not what they were entitled to.

To the fortieth cross-interrogatory he saith: That at the time of the receipt by said Chenery of the proceeds of the sale of said boat he was reputed to be solvent, and was so reputed for some months afterwards, but the particular time not recollected.

To the forty-first cross-interrogatory he saith: That said Chenery subsequently to the receipt of the proceeds of the sale of said boat failed and became insolvent, and has been discharged under the bankrupt act of the State of California, and is now reputed insolvent.

FRANK JOHNSON.

I hereby certify that the preceding deposition of Frank Johnson was taken before me the thirtieth (30th) day of January, A. D. 1858, at Oroville, in the State of California, the said Frank Johnson being first duly sworn according to law to make true answers to the interrogatories hereto annexed. The said interrogatories were severally proposed to said witness, and his answers thereto reduced to writing by me in the presence of said witness, and being carefully read over to said witness, were subscribed by him in my presence, no one being present at the taking of said deposition besides said witness and myself.

FLETCHER M. HAIGHT.

Interrogatories filed by the plaintiff, to be propounded to Horace P. Janes, a witness to be examined on behalf of the complainant in the above entitled cause.

Interrogatory first. Please state your name, residence, age, and profession.

Interrogatory second. Whether or not you knew John Van Pelt in his lifetime, and where he resided; and if dead, when and where he died, and whether he died testate or intestate.

Interrogatory third. Whether or not letters of administration upon the estate of the said Van Pelt issued. If yea, when, by whom, and to whom, and who acted as administrators on said estate?

Interrogatory fourth. Whether the administrators aforesaid assumed that trust; whether or not all the goods and estate of the said Van Pelt, found in the State of California, were administered upon and settled by said administrators; and whether or not the administrators aforesaid were discharged; and if so discharged, when and by what authority, and whether or not such discharge was upon a full and final settlement.

Interrogatory fifth. Whether or not you, as one of the administrators aforesaid, or any other of the said administrators, to your knowledge, ever took possession of a steamer or vessel then in progress of construction in the city of New York, and then or afterwards called the "Adelaide;" whether or not you or they ever assumed any authority or control or jurisdiction over her, or ever authorized any person or persons to make sale of her, or ever in any manner administered upon her or any part of her, as property of the said Van Pelt.

Interrogatory sixth. Whether or not the said Van Pelt, during his lifetime, entered into any arrangements, and what and with whom, to provide money for the building of said steamer, or pledged any and what property in California for that purpose.

Interrogatory seventh. Whether or not, during the administration aforesaid, you knew that such a steamer was being built in New York, and whether or not, as such administrator, you paid any and what money on account of the said steamer; and if so, why, and whether the sums so paid by you were paid as being liabilities against the estate of said Van Pelt, and a lien upon his property. State the same fully and at length.

Interrogatory eighth. What was the interest of the said Van Pelt, at the time of his death, in the said steamer, and who were the other owners, and what, if known to you, were their several interests? State fully all you know about said interest or interests.

Interrogatory ninth. Whether or not, during his lifetime, said Van Pelt sent William W. Vanderbilt and David P. Vail, or either or both of them, to New York, in connection with the building and navigation of the said steamer. If so, state for what purpose or purposes they or either of them were sent, and when they severally went, and with what authority and directions at first, and whether the same were subsequently varied, and what funds the said Van Pelt during his lifetime advanced for the construction of the said vessel. State fully and at length all you know in regard to the matter.

Interrogatory tenth. In what business was said Van Pelt engaged for the space of one year prior to the time of his death, and whether or not during that period he had been concerned with others in navigating the waters of California by steamers?

Interrogatory eleventh. Whether or not said Van Pelt desired to keep secret the fact of his being engaged in building said steamer in New York? If yea, why?

Interrogatory twelfth. Have you as such administrator or otherwise, ever authorized William W. Vanderbilt and David P. Vail, or either of them, or any other person or persons, and if any whom, to sell the said steamer to any party, and have you any knowledge of any such authority having been given by either of the other administrators?

Interrogatory thirteenth. Have you ever given any direction or instruction to either said Vanderbilt or Vail, or any other person respecting the said steamer? and have you ever received, or seen, or known of any communication from either the said Vanderbilt or Vail, to the said administrators or either of them as such administrators in relation to said steamer?

Interrogatory fourteenth. Have you ever as such administrator received any money, or realized anything from the proceeds of the sale of the said steamer?

Interrogatory fifteenth. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer. SHEPLEY & DANA,

Solicitors for Complainant.

Cross-interrogatories on behalf of defendant to be propounded to Horace P. Janes, a witness to be examined in behalf of the complainant, in the above entitled cause.

Cross-interrogatory first. Have you in your answers to the 6th, 8th and 9th interrogatories, stated any facts of which your knowledge is derived from the statements of other persons, or hearsay? If so, what?

Cross-interrogatory second. Do you know of your own personal knowledge all the facts stated by you in your answer to the 6th, 8th and 9th interrogatories? State your means of knowledge of the facts stated by you in said answer.

Cross-interrogatory third. Did not said Van Pelt desire to keep secret the fact of his being engaged or interested in building a steamboat in New York, on account of his owing debt in New York?

Cross-interrogatory fourth. Did you not understand that Van Pelt desired to keep the fact secret because he was owing debts in New York?

Cross-interrogatory fifth. Did you ever have any conversation with Van Pelt, or hear him say anything as to keeping secret the fact of his being interested in said steamboat? If yea, what did he say, and what did he give you to understand about it?

Cross-interrogatory sixth. Who was the principal acting administrator in settling the estate of said Van Pelt? Who received and paid out the principal part of the funds of said estate?

Cross-interrogatory seventh. Did all the administrators participate equally in the active duties of settling the estate; in taking possession of managing the property, and in the receiving and distributing moneys? If not, who performed the principal part of those duties?

Cross-interrogatory eighth. If you shall have stated in your answers to the direct interrogatories, that any money was paid on account of a steamboat being built in New York, which of the administrators paid the same? Did not Richard Chenery have the management of the same?

Cross-interrogatory ninth. Did not the said Chenery manage the interests of the estate in said steamboat? Was not the same left to his management by the other administrators?

Cross-interrogatory tenth. Did you not pay or consent to the payment of the drafts and sums of money mentioned in your answers to the direct interrogatories for the construction of a steamboat in New York, without making any inquiries as to said boat, or what was to be done with the same, and without taking any step to protect the interest of the estate in the same?

Cross-interrogatory eleventh. Did you know that said Chenery was corresponding with David P. Vail and William W. Vanderbilt, in regard to the construction of and finishing said boat? Did you not see the correspondence between the said Chenery and Vail and Vanderbilt, or some part of it? Was you not informed by said

Chenery of the same, and the nature and general contents of the same?

Cross-interrogatory twelfth. Was it not a subject of conversation between the administrators or some of them, during the construction of the boat, and while you were paying the drafts drawn on account of her construction, what should be done with the boat when completed, and what should be done with the interest of the estate in her?

Cross-interrogatory thirteenth. Did not said Chenery, one of the administrators, direct to have said steamboat sold in New York? Did you know it? Were you consulted in regard to it?

Cross-interrogatory fourteenth. Did not you know that it was contemplated to have the boat sold in New York? Did you object to the sale? Was your consent to the sale asked? Was it withheld by you?

Cross-interrogatory fifteenth. Did said Chenery apply to you or have any conversation with you as to the sale before it was made? If yea, what did you say to said Chenery as to the sale, and as to the interest of the estate or heirs of Van Pelt in the boat?

Cross-interrogatory sixteenth. When did you first hear that a sale was contemplated, and who told you, and how did you know it, and what did you hear about it?

Cross-interrogatory seventeenth. Did you take any steps to prevent a sale of the boat?

Cross-interrogatory eighteenth. While said boat was being constructed, and you were paying drafts on her account, what did you understand or suppose was to be done with the boat when finished?

Cross-interrogatory nineteenth. Did you not at first understand that said boat when finished, was to go to California?

Cross-interrogatory twentieth. When was such intention changed, and when did you first learn or understand of the change, and that the boat was to be sold in New York?

Cross-interrogatory twenty-first. Did you not have conversation with said Chenery as to the change of intention? Did you intimate to said Chenery, any objections to the sale of the boat in New York instead of bringing her to California?

Cross-interrogatory twenty-second. If you took no steps to prevent the sale of the boat in New York, was not the reason that you was willing that she should be sold in New York?

Cross-interrogatory twenty-third. What was the reason of this change of intention as to the destination of said boat, and of selling her in New York instead of taking her to California?

Cross-interrogatory twenty-fourth. Was it not because the administrators and heirs of Van Pelt, or some of them, were interested in steamboats in the waters of California, and had become parties to a coalition or combination in that business? What was such coalition or combination? State all about it, and the agreement, if any, in regard to said boat, and the sale of the same in New York, with such combination, or the parties composing it, or any of them?

Cross-interrogatory twenty-fifth. Was it not a part of the arrangement or agreement with the other proprietors of steamboats in California, that said boat should be sold in New York, and should not be taken to California? If not, what was the agreement, or arrangement, or understanding, if any?

Cross-interrogatory twenty-sixth. After you became administrator, was there not conversation, understanding, or agreement, that said Chenery should have the management of the boat, and that she should be finished under his direction?

Cross-interrogatory twenty-seventh. Did you ever have any correspondence with said Vail or Vanderbilt, in regard to said boat, or the sale of her, or anything connected with her? If yea, annex the originals or copies. If you cannot annex the same, state the contents or substance of the same, as nearly as you can.

Cross-interrogatory twenty-eighth. If you say that you had no such correspondence, was not the reason that said Chenery had charge of the same, and that the same was left to his management?

Cross-interrogatory twenty-ninth. Have there been any agreements, contracts, or powers of attorney, between the administrators of said Van Pelt's estate, with any person or persons in regard to said boat, or anything connected with her, or the sale or management of her? If so, what, with whom, and if in writing, annex the same or copies of the same to your answers.

Cross-interrogatory thirtieth. Did not said Chenery receive certain moneys, proceeds of the sale of said boat?

Cross-interrogatory thirty-first. Were you not informed that said Chenery received the proceeds of the sale of said boat? If so, when and how?

Cross-interrogatory thirty-second. Did not said Chenery offer to account for the proceeds of the sale of said boat in settling the estate of said Van Pelt?

Cross-interrogatory thirty-third. Were there not negotiations in regard to his settlement of said proceeds, and with whom?

Cross-interrogatory thirty-fourth. Upon what terms, if any, did you or the heirs of said Van Pelt, offer to settle with said Chenery for the sale of said boat?

Cross-interrogatory thirty-fifth. Please state the negotiations that were had with said Chenery in regard to the settlement of the interest of the estate of said Van Pelt, in the proceeds of the sale of said boat?

Cross-interrogatory thirty-sixth. What did said Chenery do with said proceeds?

Cross-interrogatory thirty-seventh. Did he keep it secret from you, or from any person, that he received the proceeds of the sale of said boat?

Cross-interrogatory thirty-eighth. Did you in any way directly or indirectly receive any part of said proceeds?

Cross-interrogatory thirty-ninth. Was not the objection to settling with said Chenery for the proceeds of the sale of said boat, a disagreement as to the amount of interest to be allowed by him, and if not, what was the objection to a settlement? What was the difference between the parties?

Cross-interrogatory fortieth. At the time of the receipt of the proceeds of the sale of said boat, was not said Chenery solvent, or reputed to be solvent, and for some and what time thereafter?

Cross-interrogatory forty-first. Did not said Chenery subsequently to the receipt of said proceeds, and when, fail and become insolvent, and is he not now insolvent?

HUTCHINS & WHEELER,
Solicitors for Defendants.

To the first interrogatory he saith: My name is Horace P. Janes, attorney at law, aged thirty-three, and residence the city of San Francisco, in the State of California.

To the second interrogatory he saith: I knew John Van Pelt in his lifetime; he resided in the State of California, principally in San Francisco, died in the year 1853, in the summer or fall, at San Francisco, and intestate, to the best of deponent's knowledge.

To the third interrogatory he saith: Letters of administration issued upon the estate of said Van Pelt, by the Probate Court of the county of San Francisco, that being the court having jurisdiction, to Richard Chenery, Frank Johnson, and to deponent; and they entered upon the discharge of their duties, and acted as administrators upon said estate; letters were issued shortly after the death of said Van Pelt.

To the fourth interrogatory he saith: The administrators above named did assume the trust; all the goods and estate that came to the knowledge of the administrators, in the State of California, were administered upon, and the estate settled by the administrators; and the administrators were discharged by order dated on or about the sixteenth and thirtieth days of October, 1854, by the Probate Court of the county of San Francisco, and said discharge was granted upon a full and final settlement of the accounts of said administrators, and a distribution of the estate under the orders of said court.

To the fifth interrogatory he saith: That neither this deponent, nor to his knowledge did the other administrators, take possession of or administer upon the steamer or vessel called the Adelaide, in said interrogatory mentioned, as administrators; never assumed, as administrators, any authority, control, or jurisdiction over her, or authorized any person or persons to make sale of her, or ever in any manner administered upon her, or any part of her, as property of the said Van Pelt, further than paying drafts drawn against credits given for the construction of her may be considered such administration, and in this answer the witness states positively for himself, and to the best of his knowledge and belief for his associates, and neither did this deponent as administrator, or in any other way, or in any other capacity, assume to control or sell, or give any authority to control or sell, or otherwise dispose of said steamer or vessel.

To the sixth interrogatory he saith : To the best of deponent's knowledge, said Van Pelt did in his lifetime enter into some arrangement with Page, Bacon & Co., bankers of San Francisco, for credits on New York, to enable him to pay for the construction of said steamer, and according to the best recollection of deponent, pledged with Page, Bacon & Co. certain steamboat property in California for money which might be advanced on those credits.

To the seventh interrogatory he saith: That during the administration of said estate, he did know that such a steamer was being built in New York, and the administrators did pay money on account of the said steamer, which moneys were principally, if not entirely paid on drafts drawn on the credits given by Page, Bacon & Co., as mentioned in answer to last interrogatory, and were paid because they were liabilities against the estate, and a charge or lien upon the property, and assets in the hands of the administrators. Such moneys, as near as deponent can recollect, were as follows : On or about the seventeenth day of November, 1853, $\frac{13}{20}$ of Chenery and Johnson's draft of six thousand dollars, with exchange and expenses amounting to four thousand and seventy-five $\frac{50}{100}$ dollars. On or about the 23d day of November, 1853, $\frac{13}{20}$ of draft of same parties for ten thousand dollars, amounting with expenses to $6792 50. On or about 17th December, 1853, $\frac{13}{20}$ of draft of same parties for ten thousand dollars, amounting with expenses to $6792 50. On or about the twentieth day of April, 1854, $\frac{13}{20}$ of draft of same parties, amounting with expenses to $6792 50. On or about the twenty-seventh day of May, 1854, on account of a draft of the same parties, four thousand dollars. On or about the thirtieth day of May, 1854, on account of the same draft last mentioned, one thousand dollars. Some time in June, 1854, balance of same draft, with the expenses, two thousand two hundred and twenty-nine $\frac{50}{100}$ dollars. We also paid, some time in June, 1854, four thousand three hundred and two dollars and eleven cents on account of the said steamer Adelaide, but disbursed some other way not on drafts. On or about the 5th July, 1854, $\frac{13}{20}$ of Chenery & Sons draft for ten thousand dollars, which with expenses amounted to sixty-five hundred and twenty-six dollars ; and on or about the ninth day of August, 1854, $\frac{13}{20}$ of a draft of Wells, Fargo & Co., for ten thousand dollars, amounting with expenses to six thousand five hundred and fifty-eight $\frac{50}{100}$ dollars. This last draft witness does not recollect as drawn against the aforesaid credit of Page, Bacon & Co., but is not positive. To the best of the recollection of deponent, these are all the payments made by the administrators on account of the Adelaide.

To the eighth interrogatory he saith: As he has been informed and believes, the interest of said Van Pelt in said steamer Adelaide was thirteen-twentieths of said boat. The other owners, as deponent was also informed, were Richard Chenery, one of his administrators, and Richard M. Jessup, who owned the balance, being seven-twentieths, but in what proportion deponent does not know.

To the ninth interrogatory he saith: That he was informed by said Van Pelt, in his lifetime, he did send William W. Vanderbilt and David P. Vail to New York, to superintend the construction of the said steamer; further than this deponent has no knowledge of the purpose for which they were sent; that he does not know when they severally went, nor with what authority or directions at first. Nor whether the same were subsequently varied, nor what funds said Van Pelt in his lifetime advanced for the construction of the said vessel.

To the tenth interrogatory he saith: During the space of a year prior to the death of said Van Pelt, he was interested and engaged in navigating the waters of California by steamers, and during that period this deponent believes others were concerned with him in the same business.

To the eleventh interrogatory he saith: That he was informed by said Van Pelt, he was anxious to keep secret the construction of said steamer, giving as a reason, the complication of steamboat interests in California; but what precisely the reasons were deponent does not know.

To the twelfth interrogatory he saith: That he has never, as administrator or otherwise, authorized William W. Vanderbilt or David P. Vail, or either of them, or any other person or persons, to sell the said steamer Adelaide to any party, and that he has no knowledge of any such authority being given by either of the other administrators, except by Richard Chenery, acting as part owner and in his individual capacity, and this he only knows from information and belief.

To the thirteenth interrogatory he saith: That to the best of his recollection he has never given any directions or instructions to either said Vanderbilt or said Vail, or any other person, respecting said steamer, nor received, or seen, or ever heard of any communication from either said Vanderbilt or Vail to said administrators, or either of them, as such administrators, in relation to said steamer, but he may have seen communications addressed to Richard Chenery, but considering the administrators had nothing to do with the steamer, he took little notice of the communications, and has no recollection of their contents.

To the fourteenth interrogatory he saith: That to the best of his knowledge he has never received, as administrator or otherwise, or realized any money or thing from the proceeds of the sale of the said steamer.

To the fifteenth interrogatory he saith: He cannot state any other matter or thing which may be of benefit to the parties or material to this examination. HORACE P. JANES.

To the first cross-interrogatory he saith: He has in his answer to the sixth, eighth, and ninth interrogatories, stated facts derived from information from other persons, or hearsay. With respect to the answers to the sixth direct interrogatory, the principal information of deponent was derived from statements made by Henry Haight, of the firm of Page, Bacon & Co., from Richard Chenery, and probably from said Van Pelt, but of this deponent has no distinct recollection; deponent also saw the papers or instruments given to effect the pledge or hypothecation of the property as security for the credits, does not recollect any other sources of information. As to the answer to eighth interrogatory, does not recollect the sources of his information unless it may have been from statements of said Van Pelt and his coadministrators, Richard Chenery and Frank Johnson. With respect to his answer to the ninth interrogatory, his source of information is therein stated, and he may have been informed by others, but he has no distinct recollection.

To the second cross-interrogatory he saith: That this is answered in his answer to the first cross-interrogatory, and in his answers to the sixth, eighth, and ninth direct interrogatories, that this deponent has no means of knowledge, except as stated in said answers to said interrogatories.

To the third cross-interrogatory he saith: Not to his knowledge.

To the fourth cross-interrogatory he saith: He did not.

To the fifth cross-interrogatory he saith: He did have conversation with Van Pelt about the steamer, and the impression of deponent is he wished to keep the building of it secret, but this deponent does not recollect what the exact conversation was; witness understood, however, he did not want it known by reason of the competition in steamboat matters in California.

To the sixth cross-interrogatory he saith: Richard Chenery and deponent were the most active of the administrators in settling the estate of Van Pelt, and received and paid out the principal part of the funds of said estate; much of the business connected with the management of the steamboats was transacted by Henry R. Payson, who had formerly been an agent for Van Pelt and acted as clerk of the administrators.

To the seventh cross-interrogatory he says: Chenery and deponent were most active of the administrators, and performed principal part of the duties of the trust.

To the eighth cross-interrogatory he saith: That all the moneys, according to the best of his recollection, paid on account of the steamer referrred to in this interrogatory were paid either by said Richard Chenery or by deponent, or by the said H. R. Payson acting as clerk aforesaid. That Payson personally paid the largest amount, according to the best recollection of deponent. This deponent paid the next largest, and said R. Chenery the smallest part. The administrators had no management or control of said steamboat, except to pay the drafts and sums of money herein before mentioned, in answers to the seventh direct interrogatory.

To the ninth cross-interrogatory he saith: The administrators and this deponent particularly, declined to interfere with the possession, management, or control of said steamboat. If said Richard Chenery assumed the management of said steamboat, it was without any authority from deponent, and as deponent believes in his individual capacity as part owner.

To the tenth cross-interrogatory he saith: He paid these drafts and sums of money referred to in this cross-interrogatory, because they were a legal claim and charge upon property in the hands of the administrators. This deponent did make inquiries about said boat and its prospects, but did not take any steps to interfere in the management of said boat, or to protect the interests of the estate in the same, because the boat was out of the jurisdiction of the court under whose authority deponent was acting, and he had no control over the same.

To the eleventh cross-interrogatory he saith: He did know said Richard Chenery was corresponding with said Vanderbilt and Vail, or one of them, in respect to the construction and finishing of the boat. That this deponent saw the correspondence or some part of it, and as near as he can recollect was informed by said Chenery of the same, and the nature and general contents of the same, or a part thereof.

To the twelfth cross-interrogatory he saith: That the administrators had conversations during the construction of the boat, and while paying drafts on account of the construction, what should be done with the boat, and the interest of the estate in her when completed.

To the thirteenth cross-interrogatory he saith: That he had been informed said Richard Chenery directed said boat to be sold in New York. Deponent did not know it, except from information, and does not recollect being consulted about it, but if consulted, deponent refused to give his consent.

To the fourteenth cross-interrogatory he saith: He did know from information it was contemplated to have the boat sold in New York. Deponent always refused the assent of the administrators in California to any sale, deeming they had no control over the boat. Deponent does not recollect that his consent to the sale was ever asked; if it was, it was refused.

To the fifteenth cross-interrogatory he saith: That Deponent and Chenery had frequent conversations in relation to the boat, before its sale, but such conversations were as to the policy of a sale, but not as to the fact of any particular sale. Deponent stated to Chenery the administrators in California had no control over the boat, and could not make any title to her. This was the substance of the conversation; the particulars he does not recollect.

To the sixteenth cross-interrogatory he saith: That he does not recollect when he first heard a sale was contemplated; Richard Chenery informed him as he believes, at or after the time the sale took place; said Richard Chenery informed witness the sale had been or shortly would be effected by his agents in New York, but further than this he does not recollect.

To the seventeenth cross-interrogatory he saith: That deponent took no steps to prevent a sale of the boat further than to inform Mr. Chenery the administrators could have no participation in it.

To the eighteenth cross interrogatory he saith: He had no particular understanding or supposition on the subject, as he supposed the representatives of said Van Pelt in New York were competent to take care of their own interest there.

To the nineteenth cross-interrogatory he saith: He was informed and understood from said Van Pelt that said boat when finished was to come to California.

To the twentieth cross-interrogatory he saith: That he does not know when such intention was changed, and that deponent first learned or heard of the change of intention about the time when the boat was sold, but was aware of R. Chenery's desire to sell the boat in New York some time before she was sold.

To the twenty-first cross-interrogatory he saith: That he presumes he had many conversations with Chenery as to change of intention, but does not recollect them particularly. Deponent did intimate to said Chenery his objections to the sale of the boat in New York by the administrators as hereinbefore specified, and stated to him that the administrators could not sell the boat until she was within the jurisdiction of the Probate Court of the county of San Francisco, and then only under an order of said court.

To the twenty-second cross-interrogatory he saith: He was neither willing nor unwilling the boat should be sold in New York; had no particular sentiment on the subject.

To the twenty-third cross-interrogatory he saith: He supposed it was because more money could be got for her in New York than in California, and because there were a surplus of steamboats in California and no chance to make any money by running her in California.

To the twenty-fourth cross-interrogatory he saith: That the heirs of Van Pelt were interested in steamboats in the waters of California, which boats had been put into an association or combination called the California Steam Navigation Company. It was a coalition or combination to navigate the waters of the State for trade and commerce, and deponent knows nothing particularly about any agreement as referred to in this interrogatory; Richard Chenery was interested in said combination or coalition. Deponent does not know whether Frank Johnson was interested or not. This deponent had no interest in said coalition or combination; whether this was the reason why said boat was sold in New York, deponent does not know.

To the twenty-fifth cross-interrogatory he saith: He does not know of any agreement, understanding, or arrangement of the nature described in this interrogatory; if he ever knew or heard of any such, he has no present recollection thereof.

To the twenty-sixth cross-interrogatory he saith: He has no recollection of any such conversation, understanding, or agreement.

To the twenty-seventh cross-interrogatory he saith: He has no recollection of ever having had any correspondence with said Vanderbilt or Vail, on any subject whatever.

To the twenty-eighth cross-interrogatory he saith: He had no correspondence with Vail or Vanderbilt, for the reason he did not deem he had any control or right to direct as to said boat, or any responsibility in regard to the same.

To the twenty-ninth cross-interrogatory he saith: He has no knowledge of any agreement, contract, or powers of attorney, between the administrators of said Van Pelt, and any person or persons whomsoever, in regard to said boat or anything connected with her at the sale or management of her.

To the thirtieth cross-interrogatory he saith: He was informed by said Chenery he did receive certain proceeds of sale of said boat.

To the thirty-first cross-interrogatory he saith: He was informed by said Chenery that he received some of the proceeds of the sale of said boat by remittance from New York; but when, this deponent does not recollect.

To the thirty-second cross-interrogatory he saith: That to the best of his recollection, said Chenery did not offer to account for the proceeds of said boat, in settling the estate of said Van Pelt, and as deponent believes, did not receive said proceeds until after the estate was settled, and the administrators discharged.

To the thirty-third cross-interrogatory he saith: That as he has been informed and believes, said Chenery made a tender of a portion of said proceeds to the attorneys in fact, representing the heirs of said Van Pelt, viz: Stalham Wing, and David Van Pelt, which tender was refused, and deponent does not know of any other negotiation.

To the thirty-fourth cross-interrogatory he saith: He did not offer to settle with said Chenery on any terms, and does not know upon what terms, if any, the heirs of Van Pelt offered to settle with him.

To the thirty-fifth cross-interrogatory he saith: He has no knowledge of any negotiation in regard to the settlement of the interest of Van Pelt in the proceeds of said boat, other than what is stated in answer to the last cross-interrogatory.

To the thirty-sixth cross-interrogatory he saith: He does not know.

To the thirty-seventh cross-interrogatory he saith: He did not keep it secret from me or from any other person, so far as deponent knows.

To the thirty-eighth cross-interrogatory he saith: He did not.

To the thirty-ninth interrogatory he saith: He had no settlement to make, and he does not know what, if anything, prevented a settlement with other parties.

To the fortieth cross-interrogatory he saith: That at the time referred to in said cross-interrogatory, said Chenery was reputed solvent, and for some time thereafter, but how long this deponent doth not recollect.

To the forty-first interrogatory he saith: That said Chenery did become insolvent after the receipt of said proceeds, but when, this deponent does not recollect, and said Chenery is now apparently in reduced circumstances; but whether solvent or insolvent, deponent does not know. HORACE P. JANES.

The said Horace P. Janes, after the preceding deposition was finished, returned before the commissioner and said he desired to make a correction in deposition before given, as follows: In answer to the seventh interrogatory, he stated, as one of the amounts paid on account of the Adelaide, the sum of four thousand three hundred and two dollars and eleven cents; but, on further examination, the deponent says that only twenty-nine hundred and thirty-three dollars and sixty-seven cents were paid on account of the Adelaide, the balance of said payment being on another account.

HORACE P. JANES.

Interrogatories filed by the plaintiff to be propounded to Richard Chenery, a witness to be examined on behalf of the complainant in the above entitled cause.

Interrogatory first. Please state your name, residence, age, and profession.

Interrogatory second. Whether or not you knew John Van Pelt in his lifetime, and where he resided? and, if dead, when and where he died, and whether he died testate or intestate?

Interrogatory third. Whether or not letters of administration upon the estate of the said Van Pelt issued? If yea, when, by whom, and to whom, and who acted as administrators on said estate?

Interrogatory fourth. Whether the administrators aforesaid assumed that trust? Whether or not all the goods and estate of the said Van Pelt, found in the State of California, were administered upon, and settled by, said administrators, and whether or not the administrators aforesaid were discharged; and if so discharged, when and by what authority, and whether or not such discharge was upon a full and final settlement?

Interrogatory fifth. Whether or not, you, as one of the administrators aforesaid, or any other of the said administrators, to your knowledge, ever took possession of a steamer or vessel then in progress of construction in the city of New York, and then or afterwards called the "Adelaide?" Whether or not you or they ever assumed any authority or control or jurisdiction over her, or ever authorized any person or persons to make sale of her, or ever in any manner administered upon her, or any part of her, as property of the said Van Pelt?

Interrogatory sixth. Whether or not said Van Pelt, during his lifetime, and for a year previous to his death, was interested in the navigation of the waters of California by steamers? Whether or not you were interested with him? If yea, in what vessels?

Interrogatory seventh. Whether or not the said Van Pelt, during his lifetime, entered into any arrangements, and what and with whom, to provide money for the building of said steamer, and pledged any and what property in California for that purpose? Whether or not you became interested in the building of said steamer before the death of said Van Pelt? If yea, when and to what extent? What sums had said Van Pelt already advanced, and to whom, on account of said steamer, before you became interested therein? Did you or not unite with said Van Pelt in the said arrangement for providing means? State fully what that arrangement and your interest was. State also who, at the time of the death of said Van Pelt, was interested as part owner in said steamer, and to what extent, and what payments had been made and by whom on account of said steamer.

Interrogatory eighth. Whether or not the administrators of said Van Pelt paid any, and what money on account of said steamer Adelaide; and if so, why? And whether the sums so paid were or not paid as liabilities against the estate, or to remove a mortgage or lien upon his property. State fully and particularly.

Interrogatory ninth. Whether or not William W. Vanderbilt was sent to New York for the purpose of overseeing the construction of said boat, and when and by whom? Whether after you became interested therein (if you so became), David P. Vail was sent by you and Van Pelt or either of you, to New York, and when? Whether or not he was so sent for the purpose of navigating said boat to California? And if for any other purpose in which Van Pelt concurred, state what that purpose was.

Interrogatory tenth. What sum or sums of money were drawn by or paid to said Vanderbilt and Vail, or either of them, on account of the building and fitting out of said boat after the death of Van Pelt? What sum or sums, and what proportion of the whole sum was paid by the estate of said Van Pelt? What by yourself, and if any other person was interested in said boat, what sum was paid by such person?

Interrogatory eleventh. Whether or not Van Pelt desired to keep secret the fact of his being engaged in building said steamer in New York? If yea, why?

Interrogatory twelfth. Have you ever as such administrator (ever) authorized William W. Vanderbilt and David P. Vail, or either of them, or any other person or persons, and if any whom, to sell the said steamer to any party; and have you any knowledge of any such authority having been given by either of the other administrators?

Interrogatory thirteenth. Have you ever as such administrator given any direction or instruction to either said Vanderbilt or Vail, or any other persons, respecting the said steamer? And have you ever received, or seen, or known, of any communication from either the said Vanderbilt or Vail to the said administrators, or either of them, as such administrators, in relation to said steamer?

Interrogatory fourteenth. Have you ever as such administrator received any money or realized anything from the proceeds of the sale of the said steamer?

Interrogatory fifteenth. Whether or not the said administrators, or either of them, applied to the Probate Court of the county of San Francisco, for authority to sell the interest of said Van Pelt in the said Adelaide? Whether or not they, or either of them, received such authority?

Interrogatory sixteenth. Whether or not either of the administrators was authorized by the other administrator, or either of them, to dispose of the interest of the estate of the said Van Pelt in the said steamer Adelaide? If yea, state fully in what manner that authority was conferred, by whom and to whom?

Interrogatory seventeenth. Whether or not, after said David P. Vail was sent to New York as before inquired about, he settled with said William W. Vanderbilt and paid all his claims in the matter of the Adelaide, and how was said settlement made? Whether or not after this settlement said Vanderbilt had any claims against the estate of said Van Pelt. Whether or not he presented any claims to the administrators.

Interrogatory eighteenth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination or the matters in question in this cause? if yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

Cross-interrogatories on behalf of defendant to be propounded to Richard Chenery, a witness to be examined on behalf of the complainant in the above entitled cause.

Cross-interrogatory first. If you shall have stated that John Van Pelt was interested in building a steamboat in New York, did he not desire to keep the fact of his being so interested secret because he was owing debts in New York? Was he not indebted in New York at that time?

Cross-interrogatory second. Did not said Van Pelt direct that said boat should be built by said William W. Vanderbilt in his own name, and that said boat should be Vanderbilt's to all intents and purposes till her arrival in California? Did not said Van Pelt so inform you?

Cross-interrogatory third. How was said boat to be registered or enrolled when completed, and why in that manner? Why did not Van Pelt propose to have his interest in her enrolled in his own name?

Cross-interrogatory fourth. Was not said Van Pelt, in the summer of 1853, and when sick, at a distance of some fifty miles from San Francisco, and did he or not send for you to go and see him? and state all that took place and was said at that interview in regard to the building a steamboat in New York.

Cross-interrogatory fifth. Did he or not state that he had instructed William W. Vanderbilt to proceed to New York and to contract for and build in his (Vanderbilt's) own name a steamboat, and that she was to be his (Vanderbilt's) boat to all intents and purposes until her arrival in California, when Vanderbilt was to give a bill of sale of her to the respective owners? Did he not state this was to be kept secret?

Cross-interrogatory sixth. Whether or not did you or said Van Pelt ever give said Vanderbilt any instructions in regard to the registry or enrolment of said boat in New York, and whether or not was any interest of said Van Pelt to appear in said enrolment or registry, or was the same to be concealed, and why? State fully if you know.

Cross-interrogatory seventh. In all the instructions that were ever given in regard to the enrolment or registry of said boat, was not the interest of said Van Pelt in her to be concealed?

Cross-interrogatory eighth. After your appointment as administrator did not you and the other administrators have conversations and conferences in regard to said boat and the interest of the said Van Pelt in the same?

Cross-interrogatory ninth. Did not the administrators determine that the drafts should be paid and the boat finished as originally contemplated by said Van Pelt?

Cross-interrogatory tenth. Was there not correspondence between yourself or some, and which, of the administrators with William W. Vanderbilt and David P. Vail in regard to said boat and the completion of the same? Annex to your deposition the originals or true copies of all correspondence between yourself and said Vanderbilt and Vail, or either of them, in regard to said boat.

Cross-interrogatory eleventh. Did you not receive letters from said Vanderbilt and Vail in regard to said boat after the death of said Van Pelt, and up to the time of and after the sale of the same? Annex the original or copies of every letter received by you from said Van Pelt in regard to said boat or anything connected with the same.

Cross-interrogatory twelfth. Did you communicate the letters or the contents of the letters to and from said Vanderbilt and Vail to the other administrators, or did you keep the same secret from them, and why?

Cross-interrogatory thirteenth. Did not the other administrators know that said boat was being finished in New York, and of your proceedings in regard to her? Did you keep anything secret or withhold any information or knowledge in regard to said boat from the other administrators? Did they object to any of your proceedings or any measures that you took in regard to said boat, or did they concur in them in whole or in part? and if in part only, what part did they object to?

Cross-interrogatory fourteenth. After your appointment as administrator, and after you commenced paying drafts on account of said boat, was it not intended that when completed she should be sent to California? When was that intention or purpose changed? Did not the other administrators know of the change? State fully and in detail all the reasons for such change.

Cross-interrogatory fifteenth. Was it not thought best for the interest of all concerned that said boat should be sold in New York, and what was the reason?

Cross-interrogatory sixteenth. Did you converse with the other administrators in regard to selling said boat in New York, or did you keep it secret from them, and if so, why?

Cross-interrogatory seventeenth. Did you not write to said Vail or Vanderbilt, or both of them, to sell said boat in New York? If yea, annex copies of your letters; and if you cannot annex copies, state as nearly as you can the contents or substance of said letters, and your instructions to them or either of them.

Cross-interrogatory eighteenth. Did not the other administrators know at some time, and when, that you ordered the sale of said boat in New York? Did they object or concur?

Cross-interrogatory nineteenth. Did you conceal it or keep it secret from the other administrators that you ordered the sale of said boat, and if so, why?

Cross-interrogatory twentieth. Was not the whole matter of the management and sale of the boat left to you by the other administrators.

Cross-interrogatory twenty-first. Was not the change of intention in regard to the destination of said boat made because the administrators and heirs of Van Pelt, or some of them, were interested in steamboats in the waters of California, and had become partners to a coalition or combination in that business? What was such coalition or combination? State all about it and the agreement, if any, in regard to said boat and the sale of the same in New York, with such combination or the parties composing the same or any of them.

Cross-interrogatory twenty-second. Was it not part of the arrangement, or agreement, or understanding with the other proprietors of steamboats in California, that said boat should be sold in New York and should not be taken to California? If not, what was the agreement, or understanding, or arrangement, if any?

Cross-interrogatory twenty-third. Did you in your letters to said Vail and Vanderbilt direct to have the whole boat sold or only a part; and if a part only, what part?

Cross-interrogatory twenty-fourth. Did you understand or expect that said Vail or Vanderbilt would sell an undivided interest in or part of said boat?

Cross-interrogatory twenty-fifth. Did you intend to instruct them or either of them to sell an undivided part only of the boat?

Cross-interrogatory twenty-sixth. Were you not informed that the whole boat was sold and to whom sold? Did you not approve the sale? Did you not write both to said Vanderbilt and Vail, or either and which of them, approving the sale?

Cross-interrogatory twenty-seventh. Did you express any disapproval of the sale of the whole boat? If yea, how, when, and to whom?

Cross-interrogatory twenty-eighth. Have you annexed to your deposition the originals or copies of all letters received by you, written before and after the sale of said boat, in which said sale is spoken of? If you cannot do so, state the contents of all such letters.

Cross-interrogatory twenty-ninth. When did you first inform the other administrators of the sale? Did you conceal the fact of the sale from them? Did you show them the correspondence or any part of it between yourself and Vail and Vanderbilt in regard to the sale?

Cross-interrogatory thirtieth. Did they make any objection that the boat had been sold? Did they approve the sale? If not, what did they say in regard to it?

Cross-interrogatory thirty-first. Why did you instruct said Vail or Vanderbilt, or either or both of them, to sell said boat? Did you not suppose that you had authority to do so, and why, and from whom? State all your authority in the premises.

Cross-interrogatory thirty-second. Did you intend that said Vail or Vanderbilt should sell the whole of said boat and assume or attempt to give title to the whole when they had authority to convey only a part?

Cross-interrogatory thirty-third. Did you not direct that said boat should be sold with a condition that she should not be taken to California within some, and what, period of time? Did not the other administrators know of such direction? Did they assent to it, or how otherwise?

Cross-interrogatory thirty-fourth. Did you not receive the proceeds of the sale of said boat, or some, and what, part of the same? If so, when, from whom, and how did you receive the same? And did you not receive the same before the settlement of your account as administrator?

Cross-interrogatory thirty-fifth. Did not the other administrators know that you received said proceeds? When, and how, did they learn the fact? Did you conceal, or attempt to conceal, the fact from them?

Cross-interrogatory thirty-sixth. Did you receive and return said proceeds as the proceeds of the sale of the whole boat, or only of an undivided interest or part of said boat?

Cross-interrogatory thirty-seventh. Did you account to any other person or persons, and who, for any part of the accounts received by you of the proceeds of the sale of the said boat? What were the interests of the person or persons with whom you accounted, and what was your interest in the balance of said proceeds?

Cross-interrogatory thirty-eighth. Did you account, in settling your account as administrator of the estate of said Van Pelt, for said proceeds? If not, why not?

Cross-interrogatory thirty-ninth. Who were the heirs of said John Van Pelt, and who acted for and represented said heirs in California?

Cross-interrogatory fortieth. Did you not receive $70,000 of the proceeds of the sale of said boat? Did you not offer to account for the same in settlement of the estate of said John Van Pelt?

Cross-interrogatory forty-first. What objection, if any, was made by the other administrators, or the heirs of said Van Pelt, to receiving said amount?

Cross-interrogatory forty-second. Did you not have negotiations in regard to the disposition of said proceeds, and with whom? Were such negotiations accepted; and if not, why not? How did you differ? What did you propose, and what did they propose? State all the negotiations that you had with them.

Cross-interrogatory forty-third. Was not the objection to a settlement for said proceeds of the sale of said boat, a disagreement as to the amount of interest to be allowed by you? If not, what was the difference?

Cross-interrogatory forty-fourth. What did you do with said proceeds?

Cross-interrogatory forty-fifth. Did you at any time, and when, after you received said proceeds, become insolvent, and have you been insolvent ever since?

Cross-interrogatory forty-sixth. Were you not solvent at the time you received said proceeds?

To the first interrogatory he saith: His name is Richard Chenery; residence San Francisco, California; forty years of age, and has no profession or occupation at present.

To the second interrogatory he saith: He knew John Van Pelt in his lifetime; he resided in San Francisco, and died in or about October, 1853, and intestate, so far as witness has any knowledge.

To the third interrogatory he saith: Letters of administration upon the estate of said John Van Pelt were issued by the Probate Court of the County of San Francisco soon after his death, on the

26th October, 1853; and Horace P. Janes, Frank Johnson, and this deponent, to whom said letters issued, acted as administrators upon said estate.

To the fourth interrogatory he saith: The administrators aforesaid assumed the trust of all the goods and estate of said Van Pelt, found in the State of California, which were administered upon and settled by said administrators, and said administrators were discharged by the Probate Court of the County of San Francisco, upon a full and final settlement.

To the fifth interrogatory he saith: He did not, as administrator aforesaid, take possession of a steamer or vessel, then in process of construction, called the "Adelaide," in the city of New York, and he has no knowledge that either of the administrators did. That neither this deponent nor his co-administrators, as such, assumed any authority, control, or jurisdiction over said vessel, or authorized any person or persons to make sale of her, or ever in any manner administered upon her, or any part of her, as property of said Van Pelt.

To the sixth interrogatory he saith: He was so interested, and deponent was interested with him, in the steamers "Confidence" and "Wilson G. Hunt," running on the Sacramento River, and a small interest in some other small steamers, the "Major Tompkins," the "Fashion," the "Williamette," and one other, the name not recollected.

To the seventh interrogatory he saith: Said Van Pelt, during his lifetime, entered into arrangements to build said boat. Van Pelt and deponent did pledge our interest in the steamers "Confidence" and "Wilson G. Hunt," and deponent thinks he (Van Pelt) pledged his interest in the "Antelope," to Page, Bacon & Co., as security for a letter of credit for fifty thousand dollars, for the purpose of building said steamer, and for other purposes connected with the business of said Van Pelt and witness in this State. Deponent had previously sent a letter of credit for ten thousand dollars from Page, Bacon & Co., and subsequently obtained a letter of credit from Wells, Fargo & Co. for thirty thousand dollars, on the responsibility of deponent, which was drawn for by my agents in New York, in amounts of ten thousand dollars each, the last of which the heirs of Van Pelt refused to pay any portion of, and the whole was paid by Richard M. Jessup and deponent. Deponent became interested in the building of said steamer before the death of Van Pelt, in August or September, 1853, and his interest was four-twentieths in said steamer to be built. Van Pelt had advanced to said Vanderbilt twenty thousand dollars, as witness was informed by him, before deponent became interested in said steamer "Adelaide." This deponent made the arrangement to provide means, which was that each was to furnish his proportion, according to his interest in the boat; no other arrangement made in particular, except as stated. Richard M. Jessup was interested with deponent; he had three-twentieths ($\frac{3}{20}$) in said boat to be built. Frank Johnson and W. W.

Vanderbilt were to have some interest in the boat, in proportion to the money they had advanced Van Pelt, but what the advance was, or what the arrangements were, this deponent has no knowledge; the said Van Pelt represented their interest, and he only knows they were to have had some interest from information from said Van Pelt and Johnson; as witness was informed, said Johnson was to have one-twentieth, and the said W. W. Vanderbilt two-twentieths of said boat. This deponent has no knowledge of any payment on account of said boat prior to the death of said Van Pelt, except the sum of twenty thousand dollars advanced by said Van Pelt, a portion of which was, as deponent is informed and believes, advanced by Johnson, and a portion by Vanderbilt.

To the eighth interrogatory he saith: The administrators did pay money on account of said steamer "Adelaide," and the same was paid as a liability against the estate, and to remove liens upon property in California belonging to said estate. The property pledged for the payment of the drafts is particularly mentioned in the answer to the seventh interrogatory. The amount of money paid on account of the building said steamer "Adelaide" was forty-eight thousand one hundred and ninety-four dollars and fifty-seven cents ($48,194 57).

To the ninth interrogatory he saith: William W. Vanderbilt was sent to New York by said Van Pelt in the spring of 1853, for the purpose of overseeing the construction of said boat. David P. Vail was sent by deponent and said Van Pelt to New York in August or September, 1853, for the purpose of navigating said boat to California, and looking after the furnishing said boat, paying accounts, and generally closing up the concerns of the building said boat.

To the tenth interrogatory he saith: The sum of eighty-four thousand and eight hundred and fifty dollars, or about that amount, including exchange and commissions, was paid to Vanderbilt and Vail by agents of deponent in New York after the death of Van Pelt, two thousand three hundred and fourteen dollars and six cents of which was disbursed by them on account of steamers "Antelope," "Confidence," and "Hunt," and advances made to David Van Pelt. Forty-six thousand seven hundred and seventy-two dollars and sixty-eight cents of the above amount was paid by the administrators of Van Pelt, and the balance by R. M. Jessup in the proportion of three-sevenths, and by witness in the proportion of four-sevenths. No sum paid by any other person. In addition to the $46,772 $\frac{50}{100}$ that was paid by the administrators, the sum of fourteen hundred and twenty-two $\frac{99}{100}$ dollars was paid by them for the proportion of interest accrued on drafts not paid at maturity, chargeable to the estate of Van Pelt.

To the eleventh interrogatory he saith: Said Van Pelt informed deponent he did not desire it to be known here or in New York that he was building a boat to come to California, for the reason it might interfere with his then present business.

To the twelfth interrogatory he saith: He has never, as administrator of said Van Pelt, authorized said W. W. Vanderbilt and David P. Vail, or either of them, or any other person or persons, to sell the said steamer "Adelaide," and this deponent has no knowledge of any such authority being given by either of the other administrators.

To the thirteenth interrogatory he saith: He has not officially and in capacity of administrator given any direction or instructions to said Vanderbilt or any other person respecting said steamer, and has no recollection of any communication from either said Vanderbilt or Vail to the said administrators, as such administrators.

To the fourteenth interrogatory he saith: He has not, as administrator, received anything from the proceeds of the sale of said steamer.

To the fifteenth interrogatory he saith: No application was ever made for any authority to sell said boat to the said Probate Court.

To the sixteenth interrogatory he saith: No authority was given by the other administrators, or either of them, to dispose of the interest of the estate of the said Van Pelt in said court.

To the seventeenth interrogatory he saith: The said David P. Vail paid claims which said Vanderbilt had; but whether all, this deponent does not know. Said payments were made in money. This deponent's knowledge of the matter is derived from Vail's account, showing amount paid Vanderbilt. This deponent does not know whether said Vanderbilt had any claims against the estate of said Van Pelt. He did not present any to the administrators upon said estate.

To the eighteenth interrogatory he saith: There has been paid to Vanderbilt and Vail, including exchange and commissions for account of the Adelaide, the sum of 99,850$\frac{32}{100}$ dollars. And Messrs. Chenery and Johnson disbursed the further sum of $2,682 50, making a total of one hundred and two thousand five hundred and thirty-two dollars and eighty-two cents ($102,532$\frac{82}{100}$) which has been paid by the different parties, as follows:—

Estate of John Van Pelt	$49,772 58
R. Chenery	24,434 21
R. N. Jessup	18,325 82
Frank Johnson	5,000 00
W. W. Vanderbilt	5,000 00

The salary of said Vanderbilt was to apply towards the payment of the balance of his interest in said steamer, which was to be owned, in accordance to the understanding of witness with Van Pelt, with the several parties as follows:—

John Van Pelt $\frac{1}{2}$ of said boat,
R. Chenery $\frac{1}{5}$ of said boat,
R. M. Jessup $\frac{3}{20}$ of said boat,
W. W. Vanderbilt $\frac{2}{20}$ of said boat,
And Frank Johnson $\frac{1}{20}$ of said boat.

And deponent saith he cannot state any other matter or thing which is material or would be of benefit to either of the parties in this suit. R. CHENERY.

To the first cross-interrogatory he saith: He does not know that John Van Pelt was indebted in New York, and no such reason was given for the keeping secret the building of said boat.

To the second cross-interrogatory he saith: That said Van Pelt did direct said boat to be built by said Vanderbilt in his own name, and that said boat should apparently be said Vanderbilt's till her arrival in California, and so informed deponent.

To the third cross-interrogatory he saith: She was registered in the name of W. W. Vanderbilt until her arrival in California, and the reason assigned was, that he, Van Pelt, did not wish it known he was building a boat or that any such boat was coming here, and for that reason did not wish to have her registered or enrolled in his own name.

To the fourth cross-interrogatory he saith: Van Pelt was at Sonoma, sick, and sent for deponent. He then told deponent he was building this boat, and that with other business in consequence of his health, he would be unable to attend to it and would not have money to complete it as he had anticipated, and desired deponent to take an interest in it, and take the agency of the whole matter; deponent consented or agreed to take the interest and the control of it. This is the substance of what was said at said interview.

To the fifth cross-interrogatory he saith: Said Van Pelt said he had instructed W. W. Vanderbilt to proceed to New York, and contract for and build in his own name, a steamboat, and that she was to be his boat to all intents and purposes until her arrival in California; when Vanderbilt was to give a bill of sale of her to her respective owners, and this was to be kept secret.

To the sixth cross-interrogatory he saith: Van Pelt did give instructions in regard to the registry or enrolment of said boat in New York, and deponent thinks he did but is not positive, as deponent cannot find copies of his instructions to Vail and Vanderbilt; the interest of said Van Pelt was not to appear in said enrolment or registry, and the same was to be concealed because said Van Pelt did not wish it known, and why, this deponent did not know.

To the seventh cross-interrogatory he saith: Yes.

To the eighth cross-interrogatory he saith: Yes.

To the ninth cross-interrogatory he saith: Yes.

To the tenth cross-interrogatory he saith: There was a correspondence with deponent, and W. W. Vanderbilt, and David P. Vail, in regard to said boat and completion of the same, but not as administrator of said Van Pelt, but as agent and interested in said boat. There was no correspondence with either of the other administrators to the knowledge of deponent: and deponent refuses to annex the original letters or copies of said correspondence, the same being mingled with his private affairs and being his private papers.

To the eleventh cross-interrogatory he saith: He did receive letters from said Vanderbilt and Vail in regard to said boat, after the death of the said Van Pelt, and up to the time of and after the sale of the said boat, and declines annexing the originals or copies of any letters from Vanderbilt and Vail, for reasons given in answer to the tenth cross-interrogatory.

To the twelth cross-interrogatory he saith: He communicated the contents of said letters to his administrators.

To the thirteenth cross-interrogatory he saith: The other administrators knew of said boat being finished in New York, and of the proceedings of witness in regard to her, and nothing was kept secret or withheld from the other administrators. This deponent does not recollect of any objection by his co-administrators as to his proceedings or any measures taken by deponent in regard to said boat.

To the fourteenth cross-interrogatory he saith: It was intended after the deponent as administrator and after he commenced paying drafts, said boat when completed should be sent to California. Such intention was changed in the spring of 1854, and was known to the other administrators. One reason for such change was the want of money required to complete her and pay the expenses of the voyage from New York to California, and the remaining reason was that deponent esteemed it a bad speculation, and the boat would not pay after she arrived here.

To the fifteenth cross-interrogatory he saith: Yes, and the reason was want of funds to finish her, and it was thought she would not pay after her arrival.

To the sixteenth cross-interrogatory he saith: He did converse with the other administrators in regard to selling said boat in New York, and did not keep it secret from them.

To the seventeenth cross-interrogatory he saith: He wrote to both Vail and Vanderbilt to sell said boat in New York; and deponent declines to annex copies of the letters for the reasons stated in answer to the tenth cross-interrogatory.

To the eighteenth cross-interrogatory he saith: The other administrators did know that deponent ordered the sale in New York, at the time he did so; they did not object nor concur; thought they had no control over the boat as administrators, but thought it would be expedient for the boat to be sold.

To the nineteenth cross-interrogatory he saith: No.

To the twentieth cross-interrogatory he saith: The other administrators had nothing to do with the boat, and declined as administrators to act in the matter.

To the twenty-first cross-interrogatory he saith: The change in the destination was made partly because the administrators or heirs were interested in steamboats in the waters of California, or had become partners to a coalition or combination in that business, and because this deponent was interested in such coalition or combination, and it had with him an influence with other matters heretofore stated. Such coalition or combination was a joint stock company or corporation under the laws of California, to run boats within the waters of California. There was no agreement with said company or corporation, but there was an understanding that deponent would sell said boat "Adelaide" in New York, if he could without loss.

To the twenty-second cross-interrogatory he saith: There was such understanding if the boat could be sold in New York without loss, and if sold at a loss, it was understood that the company before mentioned would make up the loss, but no agreement was executed in relation to the matter.

To the twenty-third cross-interrogatory he saith: He directed the whole of the boat to be sold.

To the twenty-fourth cross-interrogatory he saith: No.

To the twenty-fifth cross-interrogatory he saith: No.

To the twenty-sixth cross-interrogatory he saith: Yes, to all the questions asked.

To the twenty-seventh cross-interrogatory he saith: He did not.

To the twenty-eighth cross-interrogatory he saith: He has not annexed the originals or copies received by deponent, written before and after the sale of said boat; and has given his reason in answer to the tenth cross-interrogatory, and declines so to do, and cannot state the contents of the said letters.

To the twenty-ninth cross-interrogatory he saith: He cannot say when he first informed the other administrators of the sale, but he did so as soon as he was informed of it himself and did not conceal it, and exhibited to them the correspondence in regard to the sale.

To the thirtieth cross-interrogatory he saith: The other administrators neither objected nor approved of the sale; this deponent has no recollection of anything said by them on the subject.

To the thirty-first cross-interrogatory he saith: The reason of instructing said Vail and Vanderbilt to sell the boat was, that deponent deemed it for the interest of all parties, and deponent supposed he had authority as agent appointed by Van Pelt before he died.

To the thirty-second cross-interrogatory he saith: He did intend said Vail or Vanderbilt should sell the whole of said boat.

To the thirty-third cross-interrogatory he saith: He did direct said boat should be sold with a condition she should not be taken to California within a certain period, and as deponent now recollects said period was two years; cannot say whether the other administrators knew of such condition, but presume they did, but cannot say whether they assented to it or not.

To the thirty-fourth cross-interrogatory he saith: He received seventy thousand dollars of the proceeds of the sale of the said boat; received the same from David P. Vail in certificates of deposit of some bank in New York, name not recollected, and did not receive the same until after the settlement of the accounts of the administrators.

To the thirty-fifth cross-interrogatory he saith: The other administrators did know that deponent received the proceeds of the sale of said boat, and they were informed of it by deponent at the time said proceeds were received in October, 1854.

To the thirty-sixth cross-interrogatory he saith: He did receive and retain said proceeds as part of the proceeds of the sale of the whole boat.

To the thirty-seventh cross-interrogatory he saith: He did account to Richard M. Jessup for his interest in the proceeds of the sale of the said boat, and to Frank Johnson for his interest. The interest of said Jessup was three-twentieths, said Johnson one-twentieth, and the interest of deponent four-twentieths.

To the thirty-eighth cross-interrogatory he saith: He did not, for the reason that the administrators had nothing to do with it.

To the thirty-ninth cross-interrogatory he saith: The heirs were David, Charles, and Brayton Van Pelt. Mr. Wing, who married a sister of Van Pelt, and a Mr. Mathis, who also married a sister of Van Pelt, and who claimed in right of their wives, and the mother of said Van Pelt. There were one or two others, but whose names are not recollected. David Van Pelt and Mr. Stalham Wing represented said heirs in California.

To the fortieth cross-interrogatory he saith: He did receive the seventy thousand dollars of the proceeds of the sale of the said boat, but did not offer to account for the same in the settlement of said estate.

To the forty-first cross-interrogatory he saith: The other administrators of Van Pelt did not object because no offer was made to them, and those representing the heirs declined to receive said amount, because they were dissatisfied with the sale.

To the forty-second cross-interrogatory he saith: He had negotiations in regard to the disposition of said proceeds with David Van Pelt and Stalham Wing, and such negotiations were not accepted for the reason they desired the original investment returned with three per cent. interest per month, which deponent declined. Deponent proposed to pay them their proportion received according to their interest in the boat, and when balance was received to be divided in the same manner. These were all the negotiations.

To the forty-third cross-interrogatory he saith: Yes.

To the forty-fourth cross-interrogatory he saith: He used said proceeds in his business.

To the forty-fifth cross-interrogatory he saith: He did after receiving said proceeds, and in April or May, 1855, became insolvent, and has been ever since.

To the forty-sixth cross-interrogatory he saith: He supposed himself to be solvent at the time he received said proceeds.

R. CHENERY.

Interrogatories to be propounded to Stalham Wing and David Van Pelt, both of San Francisco, in the State of California, witnesses to be examined on behalf of the complainant.

Interrogatory first. Please state your name, age, and residence.

Interrogatory second. Whether you knew John Van Pelt in his lifetime, and where he resided, and if dead, when and where he died, and whether testate or intestate?

Interrogatory third. Whether letters of administration upon the estate of said Van Pelt issued? If yea, when, and by whom, and to whom, and who acted as administrators on said estate?

Interrogatory fourth. Whether said John Van Pelt left any legal heirs? If yea, how many? What are their names, and what was their relation to said John Van Pelt?

Interrogatory fifth. Whether said heirs, or any of them, and if any, who of them, acted by attorney in relation to the property left by said John Van Pelt, and when did they begin so to act, and how long so act?

Interrogatory sixth. Whether or not you were appointed attorney or attorneys of any of said heirs? If yea, when, by whom, and if by written instrument or instruments, please annex the same, or an accurate copy or copies of the same?

Interrogatory seventh. Whether you acted as such attorney? If yea, of whom, and under what authority, and when did you commence so to act, and how long continue?

Interrogatory eighth. Whether or not your said constituents, after your appointment as their attorneys, in any manner exercised or attempted to exercise any direct control over the matters in which you acted as their attorneys? If yea, wherein?

Interrogatory ninth. Whether or not you know Richard Chenery, of San Francisco, and was he or not one of the administrators of the estate of said John Van Pelt?

Interrogatory tenth. Whether or not said Chenery dealt with you as the representatives of the heirs of said John Van Pelt, and especially whether he had any communication with you as such attorney in regard to the steamer Adelaide?

Interrogatory eleventh. If you answer the last branch of interrogatory ten in the affirmative, please state fully and in detail the nature and object of said communication as expressed by said Chenery.

Interrogatory twelfth. Whether or not there was a corporation or association called the California Steam Navigation Company? If yea, when was said corporation organized, and whether or not said Chenery acted as president of said company? If yea, when did he begin so to act?

Interrogatory thirteenth. Whether or not the communication or proposal of said Chenery was before or after he began to act as president of said corporation?

Interrogatory fourteenth. Whether or not said Chenery, at any time, and when, requested of you as such attorneys, authority to sell the interest of the estate of said John Van Pelt to any party? If yea, in what capacity did he profess to be acting at the time? And through whose intervention at New York did he propose to have the sale effected?

Interrogatory fifteenth. Whether or not said Chenery claimed any and what authority as an administrator on the estate of said John Van Pelt to make advances for the building of said steamer Adelaide on account of the interest of said John Van Pelt's estate, or to dispose of said interest?

Interrogatory sixteenth. Whether or not you, as attorneys of the heirs of said John Van Pelt, were in any manner consulted by said Chenery in regard to the advances on account of said steamer, her completion and proposed sale? If yea, state fully the occasions when you were so consulted and the purposes avowed by said Chenery.

Interrogatory seventeenth. State all the transactions between you, as the attorneys of the heirs of said John Van Pelt and said Chenery, in regard to said steamer Adelaide, and in what capacity said Chenery held himself out to you as acting.

Interrogatory eighteenth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

Cross-interrogatories to be proposed to Stalham Wing and David Van Pelt, both of San Francisco, in the State of California, witnesses to be examined on behalf of the complainant.

The defendants object to the 5th, 6th, 7th, 8th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, and 17th interrogatories proposed by the complainant to said witnesses, on the ground that the same and each of the same are immaterial, irrelevant, and incompetent.

First cross-interrogatory. Were you in any way related to or connected with said John Van Pelt? If yea, how?

Second cross-interrogatory. Have you any interest in the estate of said John Van Pelt as heir or otherwise? If yea, what?

HUTCHINS & WHEELER,
Solicitors for Defendant.

Stalham Wing, being the witness aforesaid, being first duly sworn to testify the truth, the whole truth, and nothing but the truth, in answer to the interrogatories and cross-interrogatories hereto attached, says:—

First. My name is Stalham Wing; age 51; residence Napa, county of Napa, State of California.

Second. I knew John Van Pelt in his lifetime; he resided in San Francisco, and died there in September, 1853, as I am informed and believe, intestate.

Third. Letters of administration issued in October, 1853, from the Probate Court of San Francisco County, State of California, to Horace P. Janes, Richard Chenery, and Frank Johnson, who acted as administrators on said estate.

Fourth. He did leave ten; Eleanor Van Pelt, his mother; David Van Pelt, Charles Van Pelt, Brayton D. Van Pelt, his brothers; Elizabeth Wing, Sophia Mathis, Josephine Russ, Elvira Stoddard, and Emily Van Pelt, his sisters; and Caroline Baker, his niece, daughter of Caroline Baker, his deceased sister.

Fifth. Eleanor Van Pelt, Sophia Mathis, and Marshal A. Mathis her husband, Josephine Russ and Charles P. Russ her husband, Elvira Stoddard and Henry S. Stoddard her husband, and Charles Van Pelt, acted by attorney. They began so to act in December, 1853, except Charles Van Pelt, who began so to act in March, 1854, and continued to the present time.

Sixth. I was appointed attorney in December, 1853, for all those mentioned in the last answer, except Charles Van Pelt, Sophia Mathis, and M. A. Mathis, by written power of attorney executed in New York, and by a separate power of attorney executed by Charles Van Pelt, the date of which is March 24, 1854, and a separate power of attorney executed by Sophia Mathis and M. A. Mathis her husband, in New Orleans, copies of which instruments are hereto attached, marked respectively exhibits "A," "B," and "C." The originals are on file in the Probate Court of San Francisco County.

Seventh. To the seventh interrogatory he says: I acted as such attorney, under the authority of the persons who executed said instruments, from the date of the instruments to the present time.

Eighth. To the eighth interrogatory he says: No, except that Elvira Stoddard revoked our appointment about three or four months after our authorization, and appointed Mr. Clark, whose first name, I think, was Hiram C., and a few months afterwards she revoked the power of Mr. Clark and reinstated us her attorneys, and we have continued to act so since. Mr. Clark never acted or filed his power of attorney in the Probate Court so far as I know.

Ninth. To the ninth interrogatory he says: I know Richard Chenery, of San Francisco; he was one of said administrators.

Tenth. To the tenth interrogatory he says: He did deal with us as the representatives of the heirs; had communication with us as such attorneys relative to the steamer Adelaide.

Eleventh. To the eleventh interrogatory witness says: The nature and object of such communication on the part of said Chenery was to get our assent to the sale of the Adelaide in New York, or to sell his interest to the heirs, or to buy their interest here; or if she came to California to induce us to consent to her sale to the California Steam Navigation Co., at cost.

Twelfth. To the twelfth interrogatory he says: There was and is such a corporation or association, organized in February, A. D. 1854, and said Chenery acted as president of said company. He began to act when the company was first organized.

Thirteenth. To the thirteenth interrogatory he says: His communications referred to in the eleventh answer were after he began to act as such president.

Fourteenth. To the fourteenth interrogatory he says: About the last of February or first of March, A. D. 1854, said Chenery requested our consent to the sale of the steamboat Adelaide in New York; said the California Steam Navigation Co. had more boats than they wanted; and when the steamer was sold he would pay to the estate all the money it had expended in building her, with interest on the same at three per cent. per month till paid. David Van Pelt expressed doubts of being able to sell the boat in New York for cost. Mr. Chenery said the directors of the company (California Steam Navigation Co.) had agreed to make up to the owners any loss or deficiency in the sale, up to the amount of twenty-five thousand dollars if they would sell her there, and not bring her to California; the purchaser to give sufficient security not to allow her to come to California for three years after the sale; said he would instruct Capt. Vail not to sell her for a less price than would make up her cost with the addition of $25,000. He said the sale would be made by D. P. Vail in New York, who then had charge of her, as I understood, and made her disbursements. He said it would be necessary for the heirs to authorize Vail to sell. We told him if Vail could sell, when we got our money we would give a bill of sale.

Fifteenth. To the fifteenth interrogatory he says: I never heard Chenery claim any authority to dispose of the steamer, or to make advances for her as administrator, or for the expenses of building her on account of the estate of John Van Pelt, nor to dispose of the interest of said estate. He never made any such claim as administrator of the estate of John Van Pelt to me, nor to my knowledge.

Sixteenth. To the sixteenth interrogatory he says: We were consulted as to advances on account of said steamer, but not as to her proposed sale, otherwise than has been heretofore stated. When drafts came here from New York, represented to have been drawn for money expended in the building and completion of her, Mr. Chenery or Mr. Janes, I am not certain which, notified me in the forepart of August, 1854, that there was a draft on the owners, drawn on R. Chenery, for ten thousand dollars, for the expenses of building said steamer, and that there were no funds in the hands of the administrators to pay the estate's proportion, which was thirteen-twentieths. We gave them written authority, as attorneys for the heirs, to borrow any amount necessary to pay any just claims against the estate, a copy of which written authority is hereto attached, marked exhibit "D." In pursuance of this authority they borrowed about eight thousand dollars to pay this draft and some other small claims. Subsequently, and I think in the same month of August or early in September, another draft for ten thousand dollars came on, which Mr. Chenery represented had been drawn for moneys expended in the building and equipment of the "Adelaide." Mr. Chenery and Mr. Janes both notified me that there were no funds in their hands belonging to the estate to pay the estate's proportion. I told them they must not pay any portion of this draft, because as I stated to them, I was satisfied the estate had paid its full proportion of her whole cost, to wit, thirteen-twentieths, from the best information I could obtain of her cost, and they accordingly did not pay any of this last draft on account of the estate.

Seventeenth. To the seventeenth interrogatory he says: About the first of March, A. D. 1854, Mr. Chenery, at his office in San Francisco, Cal., asked us to consent to the sale of the steamboat Adelaide, in New York, and said the company (meaning the California Steam Navigation Co.) was organized, and they did not want any more boats here, and if we could consent to sell there, as soon as she was sold he would pay the estate all the money it had paid toward building her, and interest thereon at three per cent. per month for the time it had been used. The next day after this proposition was made, we told him that we would consent to sell the boat in New York, and would execute a bill of sale of the interest of the estate, upon receiving the money according to his proposition, provided the sale was made immediately after the completion of the boat; but if, when completed, she was not sold, or there was not an immediate prospect of sale, she must come to California. It was then expected, as I understood, she would be completed in March. In the fore part of March, we met, by arrangement, in the evening, at the office of Mr. Janes. There were present, R. Chenery, H. P. Janes, Frank Johnson, David Van Pelt, and deponent. Mr. Chenery then wished we should agree if the Adelaide came to California, to let the Cal. Steam Nav. Co. have her at cost. We had much conversation as to what should constitute her cost here, insisting that insurance should be considered a part of her cost; Mr. Chenery said he would offer a resolution to the directors to pay the insurance on her out. About a week after the above conversation, I inquired of Mr. Chenery if he had offered his resolution, he said he had not, and I then told him if the boat came to California, she must come as the property of the present owners, so far as the estate was concerned, with no pledge or promise on our part that any parties should have her. At the time he asked our consent to sell the Adelaide in New York, David Van Pelt said to Mr. Chenery he did not think it possible to sell her there for what she cost, without any interest. Mr. Chenery said the company (meaning the Cal. St. Nav. Com.), had agreed to make up any loss the owners might sustain, to the amount of twenty-five thousand dollars, if they would sell there; binding the purchaser in sufficient bond not to allow her to come to California for three years after her purchase; and he would direct Capt. Vail not to sell her for a less price than would pay it. So far as his own interest was concerned, he had rather she would be sold there than come to California, if he got nothing for the use of his money invested in her. Mr. Chenery was corresponding with Vail, and directing him about the Adelaide, when I arrived in California, and had been, as I understood, from the time John Van Pelt died, he being a part owner of the boat, and he was allowed to continue the correspondence. In April, 1854, we became dissatisfied, as we understood the boat was finished and lying at the dock in New York not sold, and no preparations making to start her for California; and we called upon Mr. Chenery to know why Capt. Vail was not making preparations to start the boat for California. He said he did not know; that he had directed Capt. Vail not to delay starting her for San Francisco if he could not sell her. In May, getting no satisfaction from Mr. Chenery in relation to what was being done with the boat, I wrote Mr. M. A. Mathis, at New Orleans, that I believed there was a wrong being done the heirs in the matter of the boat, either here or in New York by Vail; Mr. Mathis went to New York and immediaiely left for California. He arrived here about the first of August, 1854, I learn from him that Capt. Vail said he had no order from Mr. Chenery to start the Adelaide for California; I called upon Mr. Chenery to know if such was the fact; I met him in Mr. Janes' office; he said he had given Vail positive orders to bring her out, agreeable to our understanding with him. He said he wished we would buy out his interest in the boat, and asked us to make him an offer for it. I told him we would if he would give us a statement of the amount he had paid towards her building. He said he would give me the statement next morning at Janes' office. The next morning I met Mr. Chenery at Mr. Janes' office; Mr. M. A. Mathis was present, as he was the day before, and heard our conversation. Mr. Chenery said he wanted we should make him a proposition to sell the heirs' interest as well as one to buy. I told him we would do so if he would give me the statement of money he had paid. He made it, and we made him a written proposition to buy his and Mr. Jessup's 7-20ths interest in the boat, and also one to sell him the heirs' interest of thirteen-twentieths, and handed them to him that afternoon at his office. He declined accepting either, as he said he did not consider them equal, and handed them back to me, and they are hereto attached, marked Exhibits "E" and "F." About the last of August or first of September, 1854, Mr. Chenery said he had received information from Capt. Vail, that he had sold the steamboat Adelaide, and asked us to give a bill of sale of her to the purchasers; I told him we would do so when we received the money for her, in accordance with his proposition to us in March last. He asked us what that was; I told him the money the estate had paid into her, and three per cent. per month interest on the money paid. He did not deny this proposition, but said if we could not get that we had better take less. I then told him Mr. Mathis left here on the last steamer two weeks before, with full power of attorney from the heirs here to administer on the Adelaide in New York, or sell, but we would give a bill of sale of the estate's interest in the boat, on his fulfilment of his proposition above mentioned, as Mr. Mathis would not have had time before the arrival of our advices, to procure his letters of administration. He wanted us to give the bill of sale, and when Capt. Vail sent on his statement of cost and all expenses, he would then settle with us, paying us pro rata with the other owners, what he might find our due. I refused to give a bill of sale on these conditions, as it would throw us entirely into his hands. On the 22d day of November, 1854, and after the administrators had closed their account in the Probate Court, and had been discharged from further administration, Mr. Chenery sent us a note dated the 20th of November, 1854, addressed to this deponent and David Van Pelt, stating that he had received from Capt. D. P. Vail some money, a portion of the proceeds of sale of the steamer Adelaide, with the vouchers of her cost and was ready to settle with us, or the heirs of John Van Pelt, deceased, and pay over such portion as the estate was entitled to. This note is the only notice Mr. Chenery ever gave us that he had ever received a dollar from the proceeds of the sale of the steamer Adelaide, and as this deponent believes, Mr. Chenery knew it was out of our power to act in any way in relation to said steamer, as he knew legal proceedings had been commenced in Boston, Mass., by the heirs, for the recovery of said boat. And Mr. Chenery has never offered to pay, or spoken of paying a dollar of the proceeds of said sale except in the note above referred to, at any time; nor has he ever tendered a dollar of money to this deponent, nor to my knowledge, to any heir or representative of the heirs of John Van Pelt, deceased, as the proceeds of the sale of said steamer Adelaide; nor has this deponent, or any heir or representative of the heirs, ever received a dollar of money as proceeds of said sale, directly or indirectly, in any manner to my knowledge. And the sale of the boat, at the time it was sold, was in violation of the understanding with said Chenery, and a fraud upon the heirs of said estate. And no authority has ever been given by this deponent as a representative of the heirs, or in any other way, to said Chenery, to sell said boat, other than as above stated. Nor has any heir or representative of the heirs ever given him any authority to sell, except the assent to his proposition on the first of March, 1854, to this deponent's knowledge or belief.

Eighteenth. In answer to eighteenth interrogatory, he says: I do not know of anything else. STALHAM WING.

Cross-Interrogatories.

First. In reply to the first cross-interrogatory he says: I married his sister.

Second. In reply to the second cross-interrogatory he says: I have no interest myself in the estate of John Van Pelt, as heir or otherwise; my wife is one of the heirs, but by the laws of this State property acquired by the wife by descent is her separate property.

STALHAM WING.

A.

Know all men by these presents, that we, Eleanor Van Pelt, Elvira Stoddard, and Henry S. Stoddard her husband, all of Staten Island, in the State of New York, and Josephine Russ, and Charles P. Russ her husband, of the city of Brooklyn, in the State of New York, heirs at law and next of kin of John Van Pelt, late of San Francisco, in the State of California, now deceased, jointly and severally have made, constituted, and appointed, and by these presents do make, constitute, and appoint David Van Pelt and Stalham Wing, of San Francisco, jointly, our true and lawful attorney for us and in our names, places, and stead, to transact all business of every nature and description connected with the estate of said John Van Pelt, deceased, and with our and each of our interests in said estate, and the proceeds thereof, and with the administrators of said John Van Pelt, deceased, and to demand, sue for, collect, and receive the whole of our shares or interests, or the shares or interests of either or any of us in said estate, and to take all necessary and proper steps to settle with, discharge, and release said administrators for or on account of our said interests or shares, and upon the payment to our said attorneys of our said interests or shares to the said administrators, and to the sureties upon their bonds full and sufficient discharges, releases, and receipts under seal or otherwise. Also to institute all necessary legal proceedings in their discretion to compel the said administrators to tender an account or pay over our or either of our shares or interests in said estate, or settle up said estate and all other proceedings they may deem necessary in and about the administration, management, or settlement of said estate, or the substitution of other administration. Also to manage our said shares or interests when they shall have received the same, and to concur with said administrators or their successors in any sale or other disposition of the personal property or effects of said estate in the discretion of our said attorneys, and to execute all necessary instruments to carry the same into effect. Also to bargain, sell, contract for the sale of, and convey our, or either or any of our, interests or shares in any real estate left by the said John Van Pelt, deceased, and to execute under seal all necessary deeds, conveyances, and instruments of conveyance for the same; and to do all other matters in and about the management or settlement of our said shares or interests, and the proceeds thereof, which we ourselves could do, giving and granting unto our said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney or their substitutes shall lawfully do or cause to be done by virtue hereof.

In witness whereof we have hereunto set our hands and seals the twentieth day of December, in the year one thousand eight hundred and fifty-three.

ELEANOR VAN PELT, [L. S.]
ELVIRA STODDARD, [L. S.]
H. S. STODDARD, [L. S.]
JOSEPHINE RUSS, [L. S.]
CHARLES P. RUSS. [L. S.]

Sealed and delivered in presence of
LOT C. CLARK,
JOHN LIVINGSTON.

State of New York, City and County of New York, *ss.*

On the 20th day of December, A. D. 1853, personally appeared before me, a commissioner duly appointed and qualified by the Governor, and under the laws of the State of California, to take acknowledgments so to be used therein, Eleanor Van Pelt, Charles P. Russ and Josephine Russ his wife, and Henry S. Stoddard and Elvira Stoddard his wife, personally known to me to be the persons named in and who executed the foregoing instrument, and they severally acknowledged to me that they had executed the same freely and voluntarily for the uses and purposes therein mentioned; and I do further certify that the said Josephine Russ and Elvira Stoddard, having been by me first made acquainted with the contents of said instrument, acknowledged on an examination apart from and without the hearing of their said husbands, that they executed the same freely and voluntarily, and without any fear or compulsion or undue influence of their husbands, and that they did not wish to retract the execution of the same.

In witness whereof I have hereunto set my hand and affixed my official seal this twentieth day of December, A. D. 1853.

[L. S.] JOHN LIVINGSTON,
California Commissioner in New York.

Recorded in Recorder's office, county of San Francisco, Liber 4, Powers of attorney, page 573, Oct. 2, 1854, at 12 M.

JAMES GRANT, County Recorder.

Filed October 17, 1854, at 10 h. 9 A. M., and recorded in Book "C" of Powers of Attorney, pages 75 and 76, Records of Sacramento County.

JOHN L. CRAIG,
County Recorder.

Filed August 8, 1854. DENNIS LYONS, D. C.

B.

Know all men by these presents, that I, Charles Van Pelt, of Napa, in the State of California, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Stalham Wing, of San Francisco, my true and lawful attorney for me, and in my name, place, and stead, to represent me in all matters pertaining to the business and affairs of the estate of my brother John Van Pelt, late of the city of San Francisco, deceased, to represent me and appear for me in all proceedings taken in the County and Probate Courts relative to the administration of said estate; and to sign my name and execute all instruments under seal or otherwise, requisite and necessary to the settlements of the accounts of the administrators, the release of their securities, or to give force and effect to any other proceeding necessary to the adjustment and winding up of the affairs of said estate.

And I authorize and empower my said attorney to sell and dispose of any and all property belonging to said estate, real or personal, in which I may be interested, and for me and in my name, place, and stead, to execute and deliver all requisite and necessary deeds, bills of sale, or other instruments of conveyance under seal or otherwise. And also to receive and give requisite receipts and releases for all such moneys or other property as I may be entitled to from said estate.

And I authorize and empower especially my said attorney to sell and convey my interest in all steamboat property belonging to the estate of my said brother, and transfer the same to the proper persons, so as to change and convert the same into the stock of the California Steam Navigation Company, and to execute all requisite and necessary bills of sale and other necessary instruments of transfer therefor, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal the twenty-fourth day of March, in the year one thousand eight hundred and fifty-four. CHARLES VAN PELT. [L. S.]

Sealed and delivered in presence of
JOSEPH GRANT.

State of California, County of San Francisco, *ss.*

On this 24th day of March, A. D. one thousand eight hundred and fifty-four, before me, Joseph Grant, a notary public in and for said county, duly commissioned and sworn, dwelling in the city of San Francisco, personally appeared Charles Van Pelt, known to me to be the individual described in and who executed the annexed instrument, and acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal in the city of San Francisco, county aforesaid, the day and year first above written.

[L. S.] JOSEPH GRANT, Notary Public.

Recorded in Recorder's office, county of San Francisco, Liber 4, Powers of Att'y, page 572, Oct. 2, 1854, at 12 M.

JAMES GRANT, County Recorder.

Filed Oct. 17, 1854, at 10h 11′ A. M., and recorded in Book "C" of Powers of Att'y, pages 77 and 78, Records of Sacramento County.

JNO. L. CRAIG, Co. Recorder.

Filed Aug. 8, 1854. DENIS LYONS, D. C.

Probate Court. In the matter of the estate of John Van Pelt, deceased.

On reading the petition of David Van Pelt, and proof of publication of notice of said petition being filed, and no opposition appearing thereto, on motion of Messrs. James Dayle and Barber, of Commorel, it is ordered that David Van Pelt be appointed guardian of Caroline Baker, Brayton Van Pelt, and Emily Van Pelt, minors and heirs of John Van Pelt, deceased, on filing approved bonds to each of said minors in the sum of $13,500 each.

May 15, 1854. By the Court.

(Indorsed) Filed May 15, 1854.

DENIS LYONS, D. C.

State of California, City and County of San Francisco, *ss.*

I, William Duer, County Clerk of the city and county of San Francisco, State of California, and ex-officio clerk of the Probate Court thereof, do hereby certify the foregoing to be a true copy of certain instruments on file, and of an original order on file and of record in my office.

Witness my hand and the seal of said court, this 27th day of April, A. D. 1858.

[L. S.] WILLIAM DUER, Clerk.

By D. P. BEEKEOF, D. C.

C.

Know all men by these presents, that we, Mrs. Sophia Van Pelt, wife of Marshal A. Mathis, and by him authorized and assisted, and Marshal A. Mathis, both residing in the city of New Orleans, in the State of Louisiana, have nominated and appointed, and by these presents do nominate, constitute and appoint, Stalham Wing and David Van Pelt, of California, or either of them, to be our agents and attorneys in fact for us and in our name and stead, to represent us in the settlement of the estate of the late John Van Pelt, of San Francisco, in the State of California, and in order thereto, to sue and be sued, to sell and make titles to any and all said estate both real and personal, to compromise and transact any and all business necessary to a speedy settlement of said estate, with full power of substitution and revocation, fully ratifying all their said acts in the premises.

In testimony whereof we have hereunto set our hands this sixth day of January, A. D. 1854, in the city of New Orleans.

MRS. SOPHIA MATHIS, [L. S.]
M. A. MATHIS. [L. S.]

In presence of
H. JOHNSON,
L. LAROQUE.

State of California, City of New Orleans, *ss.*

On this 6th day of January, A. D. 1854, before me, Daniel J. Richards, a commissioner for the State of California for the State of Louisiana, duly commissioned and appointed by the Governor of said State of California, Marshal A. Mathis and Sophia Mathis his wife, both known to me to be the persons described in and who executed the within instrument of writing, and that the said Marshal A. Mathis acknowledged that he executed the written instrument of writing freely, voluntarily, and for the uses and purposes therein mentioned.

And the said Sophia Mathis, whose name as aforesaid is subscribed to the said instrument in writing, as a party thereto, was by me made acquainted with the contents of said instrument, and acknowledged, on an examination apart from and without the hearing of her said husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her said husband, and that she did not wish to retrace the execution thereof.

In testimony whereof I have hereunto subscribed my name and affixed my official seal, the day and year first above written.

[SEAL.] D. J. RICARDO,
Commissioner for California.

Recorded in Recorder's Office, County of San Francisco, Liber 4, Powers of Attorney, page 570, Oct. 2, 1854, at 12 M.

JAMES GRANT, County Recorder.

Filed Oct. 17, 1854, at 10 h. 10 A. M., and recorded in Book C. of Powers of Attorney, page 77, Records of Sacramento County.

JOHN L. CRAIG, County Recorder.

Filed Aug. 8, 1854. DENIS LYONS, D. C.

D.

San Francisco, August 7th, 1854.

Administrators of John Van Pelt, deceased:—

You are hereby authorized to borrow money necessary to pay just claims against the estate of said John Van Pelt, deceased, paying therefor the current interest, not to exceed three per cent. per month.

Yours, &c.
ELEANOR VAN PELT,
ELVIRA STODDARD and
HENRY S. STODDARD, her husband,
JOSEPHINE RUSS and
CHARLES P. RUSS, her husband,
SOPHIA MATHIS and
MARSHALL A. MATHIS, her husband,
CHARLES VAN PELT,
DAVID VAN PELT,
ELIZABETH WING,
STALHAM WING.

DAVID VAN PELT, } Attorneys.
STALHAM WING, }

BRAYTON D. VAN PELT,
EMILY VAN PELT,
CAROLINE BAKER,
By DAVID VAN PELT, Guardian.

E.

San Francisco, Aug. 7th, 1854.

R. CHENERY, ESQ.

Sir :—We will give you for the 7-20 you and Mr. Jessup own in the steamboat Adelaide thirty thousand four hundred and forty-six 52-100 dolls. (30,446 52-100) in California Steam Navigation Company stock. The basis of this proposition is the account you have rendered us, of the money you have paid in the building of the boat, through Capt. Vail, as per his account rendered you last week. And we further agree to pay you 7-20 of all moneys Capt. Vail may have paid on account of said boat, up to the time of our taking possession of the boat, which are just and legitimate charges against her, and which have not been included in the account above mentioned.

For the heirs of John Van Pelt, deceased,
STALHAM WING,
DAVID VAN PELT.

F.

San Francisco, Aug. 7, 1854.

R. CHENERY, ESQ.

Sir :—We will sell you 13-20 of the steamboat Adelaide, belonging to the heirs of John Van Pelt, deceased, for sixty-seven thousand four hundred and eighty-six dolls. cash (67,486), being the amount stated to have been paid by the administrators on said boat, and the thirteen thousand dolls. paid by John Van Pelt before he died, with 3 per cent. per month int. added to the payments, and Mr. Mathis' expense coming here. The heirs not to be liable for any sums of money that may have been or may be paid by any persons on said boat, except the sums paid by the administrators, as stated to us in their statement of July 8th, and the thirteen thousand dolls. sent by Vanderbilt. The reason of our making a difference in the price we offer to give or take is, that we consider a majority interest worth much more than a minority interest.

For the heirs of John Van Pelt, deceased,

STALHAM WING,
DAVID VAN PELT.

Interrogatories to be propounded to Carlos P. Butler, of the city of New York, a witness to be examined on the part of the plaintiff in the above entitled cause :—

First interrogatory. What is your name, residence, and occupation ?

Second interrogatory. Whether you were, in the year 1855, a member of the firm of Mayhew, Talbot & Co., of New York?

Third interrogatory. Whether you knew William Deming, William Todd, William W. Vanderbilt, and David P. Vail?

Fourth interrogatory. Whether or not William Deming had at any time a conversation with you, or in your presence, in regard to his intention of purchasing the steamer Adelaide ? If yea, when and where was the subject first spoken of between you, or in your presence ?

Fifth interrogatory. Whether or not the said Deming, Todd, Vanderbilt and Vail entered into an agreement with regard to the purchase of the Adelaide, dated August 3d, 1854, and whether you were the subscribing witness thereto ? And by whom was said instrument written, and where was it subscribed? Please annex a copy of said agreement to your deposition.

Sixth interrogatory. What were the relations of said firm of Mayhew, Talbot & Co., with said Deming and Todd, or either of them ? What were the relations of said firm with the Calais Steamboat Company ?

Seventh interrogatory. Whether or not said Deming and said Todd were in the city of New York for a time before said contract was entered into? If yea, for how long time ? State whether or not during this time and prior to the execution of said instrument, said Deming and Todd were at the counting-room of Mayhew, Talbot & Co. If yea, how many times, and were they together or separated ?

Eighth interrogatory. State whether or not any of these times when said Deming and Todd, or either of them, were at the counting-room of your firm, said Vanderbilt and Vail, or either were present, and how many times.

Ninth interrogatory. State all that took place and all the conversation that took place at said times, between said Deming and Todd, or either of them, and said Vanderbilt and Vail, or either of them. State the subject of said conversation, and the substance thereof.

Tenth interrogatory. State whether or not the subject discussed at said interviews was the proposed purchase by said Deming and Todd, or either of them, of the steamer Adelaide.

Eleventh interrogatory. Whether or not doubts were expressed as to the power of the said Vail and Vanderbilt, or either of them, to convey a good title to said steamer. State what was said by either of said parties on said subject.

Twelfth interrogatory. Whether or not said Vail subscribed the agreement of August 3d, above inquired of? Whether or not his interest in said steamer was discussed by the said Deming, Todd, Vanderbilt, and himself, or some of them, and which, prior to the execution of the said agreement? State particularly what right said Vail claimed to have in said steamer. What interest, of what other parties did he claim to represent? Why did he sign said agreement? At whose suggestion or request?

Thirteenth interrogatory. Whether or not said Vanderbilt and Vail, or either of them, were accompanied at said interviews, or any of them, by counsel? If yea, who was such counsel? Whether or not said Deming and Todd, or either of them, were also accompanied by counsel? If yea, who was such counsel? And whether or not they joined in the discussions above inquired about?

Fourteenth interrogatory. Whether or not it was spoken of by all of said parties, as an undisputed fact, that said steamer was built for parties in California?

Fifteenth interrogatory. Whether or not during these conversations, said Vanderbilt said anything about his having authority from the heirs of John Van Pelt, to sell said boat? Whether or not said Vail and Vanderbilt, or either of them, professed at these times to be acting for parties in California? Whether or not said Deming was present at the time?

Sixteenth interrogatory. Whether or not anything was said at the time, and if yea, what, about the evidence of title to said steamboat at the custom house?

Seventeenth interrogatory. State at whose request the clause in said contract of August 3d, 1854, about the steamers not using the waters of California for three years, was inserted. Whether or not said Vanderbilt insisted upon the insertion of said clause: whether or not he refused to sign said contract, unless said clause were inserted?

Eighteenth interrogatory. State whether the firm of Mayhew, Talbot & Co., advanced any sums of money toward paying for the Adelaide. If yea, to whom? On whose credit? As whose agents did said firm act in making said advances? How much did said firm advance, and in what sums, and at what times? If by checks, what is the date and sum of each? To whom was each payable? Please annex accurate copies of each of said checks, and all endorsements thereon. Also exact copies of all the entries thereof on the bank book, or the books of account of your firm. Please annex also a copy of your account of all your disbursements and receipts on account of the purchase of said steamer. By whom and when were you repaid the sums advanced by you?

Nineteenth interrogatory. Whether or not you are acquainted with the handwriting of the said William Deming and of the said William Todd, or either, and which of them? Whether or not the firm of Mayhew, Talbot & Co., received from said Deming, a letter or letters bearing date September 10th (or 18th), 1854? Also a letter or letters from said Deming, bearing date September 25th, 1854? Also a letter or letters from said Deming, bearing date September 26th, 1854? Also a letter or letters from said Deming, bearing date September 27th, 1854? Also a letter or letters from said Todd, dated November 4th, 1854? If yea, please annex accurate copies of the same, and of all of them, and of all other letters received by said firm in the year 1854, in which the purchase of the Adelaide, or the title thereto, or the interest of parties in California, was in any way alluded to.

Twentieth interrogatory. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainants.

Cross-interrogatories on behalf the defendants in the above entitled cause, to Carlos P. Butler, of the city of New York, a witness to be examined on behalf of the complainant.

First cross-interrogatory. Did you, during all the conversations and negotiations for the sale of the Adelaide to said Deming and Todd, hear the name of John Van Pelt mentioned, or that of his estate?

Second cross-interrogatory. Did you, during all the conversations and negotiations for said sale, hear any remark or suggestions that said Vanderbilt had not a perfect title to said boat, and a perfect right to sell the same?

Third cross-interrogatory. When did you first hear that there was any claim of John Van Pelt or his estate or heirs to said steamer Adelaide? Was it not after she was sold to said Deming, and left New York for Boston?

Fourth cross-interrogatory. Whether did you and your firm act as the friends of said Deming in the purchase of said boat, and did you have any doubt or suspicion of the title of said Vanderbilt to said boat, and his right to sell the same?

Fifth cross-interrogatory. Whether did said Vanderbilt represent to said Deming and to you that he had a good title to said boat, and full right to sell the same?

Sixth cross-interrogatory. If anything had occurred to create a doubt or suspicion in your mind of said Vanderbilt's title and right to sell said boat, should you or not have informed said Deming in regard to it?

Seventh cross-interrogatory. When did you first see Marshall A. Mathis? Was it not after the sale of said boat to said Deming, and after she left New York?

Eighth cross-interrogatory. State, if you know, why said Vanderbilt went in said boat from New York to Boston.

Ninth cross-interrogatory. Whether or not was said Adelaide delayed in starting from New York for Boston beyond the time originally intended?

HUTCHINS & WHEELER,
Solicitors for Defendant.

To the first interrogatory he says: Carlos P. Butler. I reside in Brooklyn, Kings County, in the State of New York. I am a commission merchant, doing business at No. 117 Wall Street, in the city of New York.

To the second interrogatory he says: I was a member of the firm of Mayhew, Talbot & Co., of New York, in the year 1854.

To the third interrogatory he says: I knew all the persons named in said interrogatory, at that time—1854.

To the fourth interrogatory he says: William Deming had a conversation in my presence in regard to his purchasing the steamer Adelaide, on or about the third day of August, 1854, which was the first time I heard any conversation on the subject.

To the fifth interrogatory he says: The persons named in said interrogatory did enter into an agreement with regard to the purchase of the Adelaide, which was dated August 3d, 1854, to which agreement I was a subscribing witness. The original agreement was written by me, and subscribed in the office of Mayhew, Talbot & Co. in the city of New York, at No. 3 South Street, a copy of which agreement is hereto annexed, and marked Exhibit A.

To the sixth interrogatory he says: Mayhew, Talbot & Co. acted as agent of Deming, and also with him as treasurer of the Calais Steamboat Company, of which we understood Todd was president at that time.

To the seventh interrogatory he says: Said Deming and Todd were in the city of New York for a number of days before said contract referred to was entered into. They might have been in the city four to six days before the contract was executed. I should think they were in the city at least that time before the contract was entered into. Deming and Todd were frequently at the counting-room of Mayhew, Talbot & Co. during this time, and prior to the execution of said contract. They were out and in the counting-room, during this time, every once or twice a day. At times they called together, and at times separately. Deming called the most frequently.

To the eighth interrogatory he says: I think when Deming and Todd were at our counting-room during these times mentioned, Vanderbilt and Vail were present several times. They might have been from three to five times present when Deming and Todd were there. I can't say exactly how many times they were present.

To the ninth interrogatory he says: There appeared to be a question between the purchasers and the sellers regarding the validity to the title to the boat. Vanderbilt and Vail assured the purchasers that, independent of being builders of the boat, that they were duly authorized by any party or parties that might have an interest in her in California to dispose of her on the best possible terms. This is the substance of the conversation, as I now remember it.

To the tenth interrogatory he says: The subject discussed at these interviews was regarding the proposed purchase by Deming and Todd of the steamer Adelaide. It was discussed by all of the parties at these various interviews in our counting-room.

To the eleventh interrogatory he says: There were doubts expressed as to the power of Vail and Vanderbilt to convey a good title, but Mr. Deming said that he was perfectly satisfied with the statement of Vail and Vanderbilt. This is all I recollect that was said on the subject.

To the twelfth interrogatory he says: Vail did subscribe said agreement of August 3d. Vail's interest in said steamer was discussed by Deming, Todd and Vanderbilt, and himself, prior to the execution of the said agreement. I am not clear whether it was an individual right or by a power of attorney he claimed to have in said steamer. He claimed an interest which was satisfactory to the purchasers. Vail signed said agreement, either as owner or as representing owners. The parties all came together at our counting-room, and signed the agreement mutually. I do not know at whose particular request he signed it.

To the thirteenth interrogatory he says: Vanderbilt and Vail never appeared at any of these interviews by counsel, neither were Deming and Todd accompanied by counsel at any of these interviews. No counsel ever, in my presence, joined in the discussions inquired about.

To the fourteenth interrogatory he says: It was spoken of by all parties that said steamer was built for parties in California. This was understood from the commencement of these interviews.

To the fifteenth interrogatory he says: I have no recollection of hearing the name of Van Pelt's heirs named, though he said he was fully authorized to give a valid title to the boat. Vail and Vanderbilt at these times or interviews professed to be acting for parties in California, at which times, when they so professed to be acting for parties in California, said Deming was present.

To the sixteenth interrogatory he says: There was something said at these interviews about the title to said steamboat at the custom-house, and counsel were then employed by both purchasers and sellers to make the title satisfactory at the custom-house, which, as I understood, was done previous to clearing the steamer for an eastern port. When the purchasers first presented their title at the custom-house to the steamer, the custom-house officers objected to them. They were afterwards, as I understood, made satisfactory.

To the seventeenth interrogatory he says: The clause referred to in said interrogatory was inserted at the request of Mr. Vanderbilt, who refused to sign the contract unless that was put in.

To the eighteenth interrogatory he says: Mayhew, Talbot & Co. advanced money on the joint notes of Messrs. Deming and William Todd, and other collaterals, for the balance required to pay for the boat, less a considerable sum placed in the hands of Mayhew, Talbot & Co. by these parties. Mayhew, Talbot & Co. acted as agents, in making these advances, for the Eastern Steamboat Company. They advanced, at different times, seventy-eight thousand dollars. These sums were advanced between the 3d of August and 9th of September, 1854. The advances were made by checks. One check was for $5,000, dated August 3d, 1854; August 23d, $15,000; and September the 9th, $58,000. According to the best of my belief, they were made payable to Wm. W. Vanderbilt. The account hereto annexed, marked exhibit "B," contains a full statement of all the entries inquired about, and also the account of disbursements and receipts on account of the purchase of the steamer; and it also contains accurate copies of each of said checks, and the endorsements thereon. We were repaid these sums advanced by us, from Wm. Deming, acting as treasurer of the Eastern Steamboat Company, and by receiving the amount of the collaterals before mentioned.

To the nineteenth interrogatory he says: I am acquainted with the handwriting of William Deming and William Todd. Mayhew, Talbot & Co. received from said Deming letters, copies of which are hereto annexed, and marked exhibit C. And we also received a letter from William Todd, dated November 4th, 1854, a copy of which is also hereto annexed, and marked exhibit D. I do not know of our receiving any other letters in the year 1854, in which the purchase of the Adelaide, or the title thereto, or the interest of the parties in California, was in any way alluded to; and I may say I do not know of our receiving any letters of any kind from either Deming or Todd, except those, copies of which are hereto annexed.

To the twentieth interrogatory he says: I can give nothing farther which can be of any benefit or advantage to the parties at issue, that I now remember, without my attention is specifically called to it by farther or other interrogatories. C. P. BUTLER.

To the first cross-interrogatory he says: Never, to my recollection, previous to the signing of the agreement of the 3d of August, 1854.

To the second cross-interrogatory he says: Never heard, during

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all the conversations or negotiations for the sale of said steamer, any remark or suggestion but what Vanderbilt had a perfect title to said boat, and a right to sell her, except as I have stated in answer to interrogatories propounded on the part of the plaintiff hereto.

To the third cross-interrogatory he says: Three to five days after the Adelaide left New York, a gentleman, purporting to come from California, came into our counting-room and inquired where the steamer Adelaide was, saying he represented, by power of attorney, a large amount of her value. This was between the 12th and 15th of September, 1854. This gentleman claimed for the heirs of John Van Pelt. This was after the steamer was sold to Deming, and had left New York for Boston, this being the first intimation we had of the claim.

To the fourth interrogatory he says: Our firm acted as commission merchants. We have been for a long time agents of said Deming in purchasing coal and other supplies for the Eastern Steamboat Company. We had no doubt or suspicion as to the title of the boat at the time of her being sold, or as to Vanderbilt's title or right to sell her.

To the fifth cross-interrogatory he says: Vanderbilt represented to us and Deming that he had a good title to the boat, and full right to sell her.

To the sixth cross-interrogatory he says: we certainly should.

To the seventh cross-interrogatory he says: A man, purporting to be Marshall A. Mathis, called at our counting-room, as I have heretofore stated in answer to an interrogatory propounded to me on this cross-examination, on or about the 12th to the 15th of Sept. 1854, which was after the sale of said boat to Deming, and after she had left for Boston, as I have before stated.

To the eighth cross-interrogatory he says: I do not know, except that, as builder, he wished to see her performance.

To the ninth cross-interrogatory he says: The Adelaide was delayed in starting from New York for Boston beyond the time originally intended, in consequence of a delay in our custom-house in perfecting her title, which was about three days.

C. P. BUTLER.

A (found on page 27).

B.

Eastern Steamboat Company in account with Mayhew, Talbot & Co.

1854.			Dr.	Cr.
Aug. 3	To cash $5,000, 2½ per cent. on do. $125 com.,		5,125 00	
23	" cash,		15,000 00	
Sept. 9	" do.		58,000 00	
1	" insurance $30,000, 4 months, bill rendered,		1,233 84	
9	" interest 3 months and 3 days, $16,500, 7 per cent.,		298 24	
"	" 2½ per cent. on $11,000, advanced com.,		275 00	
"	" balance due this day to new acc't,		1,723 03	
Aug. 3	By note 3 months, due Nov. 3–6,			5,500 00
17	" Cash of Deming,			800 00
18	" check on Globe Bank do.,	5,000		
23	" com. B'k on Republic do.,	10,000		
				15,000 00
18	" cash of Deming,			150 00
26	" check Globe Bank, 7 days,	6,000		
"	" do. do.	4,000		
				10,000 00
30	" do. do.	1,647 79		
"	" do. do.	3,750 00		
"	" do. do.	340 00		
				5,731 79
Sept. 4	" Fowler's draft,			1,000 00
6	" check Nickols, Elliot, B'k, 7 days,	3,500		
"	" check Am. Ex. B'k, N. Y.,	2,500		
				6,000 00
"	" Philadelphia draft $1,231 26, B'k off 4 01,			1,227 23
8	" check Globe Bank $10,000, B'k off 12 50,			9,987 50
"	" do. $9,544, B'k off 19 25,			9,524 75
9	" com. B'k on Republic, N. Y.,			3,000 00
"	" M'Allister's draft,			1,000 00
"	" of T. M. Mayhew,			500 00
"	" note 3 mo's, due 9–12 Dec. 1854,			11,000 00
"	" insurance due Jan. 1, 1855, to n. a.,			1,233 84
			$81,655 11	$81,655 11
Sept. 9	By this sum cash due this day,			$1,723 03
" E. E.	To " insurance due Jan. 1, 1855,		$1,233 84	

New York, September 12, 1854.
(Signed) MAYHEW, TALBOT & CO.

August 5, 1858.—Copy: C. P. BUTLER.

We were informed that W. Deming paid the balance himself. This was the account, and all we knew of the transaction.

MAYHEW, TALBOT & CO.

C. P. BUTLER.

Eastern Steamboat Company in account with Mayhew, Talbot & Co.

Interest to 15 Sept. 1854.

		Due.	Time.	INTEREST.		DR.	CR.
				DR.	CR.		
1854							
Ap. 8	To coal per Yantie,	Ap. 8	5– 7	13 42		439 98	
14	“ “ Arabella,	14	5– 1	20 78		708 27	
“	“ “ Texan,	“	5– 1	13 30		458 79	
	“ one teleg’h omitted in former acc’t,					0 95	
June 27	“ coal per B. K. Clark,	June 27	2–18	18 73		1,238 28	
July 5	“ “ T. Reed,	July 5	2–10	16 50		1,216 31	
5	“ “ Tangent,	5	2–10	15 51		1,141 16	
Aug. 22	“ “ E. Wright,	Aug. 22	0–23	6 35		1,439 77	
May 12	“ “ Eldorado,	May 12	4– 3	17 64		738 00	
		Dr.		122 23			
		Cr.		85 84			
						36 39	int. acc’t
May 15	By cash of Deming,	May 15	4– 0		35 00		1,500 00
31	“ do.	31	3–15		14 26		700 00
June 10	“ of Deming, Pike’s pay’t,	June 10	3–05		2 88		156 30
12	“ do. Wells, Fargo & Co.,	12	3–02		0 90		50 00
July 21	“ Pope’s draft,	July 21	1–24		0 73		70 00
17	“ two drafts of Deming, } 300 625						
	—	21	1–24		9 64		925 00
21	“ Deming & Son,	21	1–24		2 20		211 50
27	“ Stanton & Thompson,	27	1–18		11 14		1,200 00
28	“ check Globe B’k, Deming,	28	1–17		9 09		1,000 00
				Above	85 84		
Sep. 15	“ balance to n. a.,	Sep. 15					1,599 10
						$7,411 90	$7,411 90
Sep. 15	Balance due Mayhew, Talbot & Co.,	Sep. 15				1,599 10	

E. E.

New York, Sept. 12, 1854.
(Signed) MAYHEW, TALBOT & CO.

August 5, 1858.—Copy: C. P. BUTLER.

Mem. of checks given for steamer as follows:—

Broadway Bank, as per margin.
No. 1119. August 3, 1854.
W. W. Vanderbilt, S. Boat.
D. P. Vail $5000 00.
No. 1171. August 23d, 1854.
Steamer Adelaide.
D. P. Vail. $5000 00.
Com. bk. ck. N. B. Not numbered 10,000 00.
No. 1201. Set. 9, 1854.
Steamer Adelaide.
W. Deming and W. W. Vanderbilt, $58,000 00

Ch'ks not found. The above is from the bank book of Mayhew Talbot & Co., Aug. 5, 1854. See margin of the account with Broadway Bank.

New York, Aug. 5th, 1858.

C.

Boston, Sept. 13, 1854.

Messrs. Mayhew, Talbot & Co.

Gen.: Yours is received in regard to Van Pelt's heirs, but I am confident that we are all right, and if they have any claims they must be on Mr. Vanderbilt and Vail, and not on us; and I think they will hold on until thing is settled. In the mean time should be glad to be advised of any movement that may be made. I think I left the original contract about the boat with M. Benedict, and as it is referred to in the writings I shall wish to retain it.

Yours, &c.,
WM. DEMING.

Calais Steamboat Company.

Calais, Sept. 25th, 1854.

Messrs. Mayhew, Talbot & Co.

Gen.: We are in want of a cargo of coal for St. John, and if you can get the coal and a vessel at once, you will send one; if not, let me know by telegraph.

The bill, lading, and copy of invoice to be sent and the cargo consigned to Waterhouse, Cross & Co., and have the same insured.

Yours, respectfully,
WM. DEMING, Treasurer.

(Endorsed). Messrs. Mayhew, Talbot & Co., merchants, New York, Adelaide.

Calais, Sept. 26, 1854.

Gen.: I inclose the obligation from Mr. Todd for Mr. Vanderbilt or Vail, which I wish you to forward to them. I also inclose the obligation which I gave to them, which the engineer found in his room, after Mr. V. left us in Boston, and which you will retain if they are satisfied with the one sent. The Adelaide takes well at St. John, all parties being well pleased with her, and as it has been quite stormy, have had a good chance to try her.

Yours, &c.,

WM. DEMING.

Calais, Sept. 27, 1854.

Messrs. Mayhew, Talbot & Co.

Gen.: I wish you to pay Messrs. Doremus & Nixon, Park Place, eight hundred sixteen 18-100 dollars, being balance due them for goods furnished the Adelaide. When I left New York this bill was not ready, and I did not pay it. You will take their receipt in full.

$816 18. Yours, &c.,

WM. DEMING.

Some small articles, mats (I believe), had not been received when I saw the steward last.

D.

St. Stephens, Nov. 4, 1854.

Dear Sirs: I write to inquire if you are willing to negotiate a note with undoubted names at 6 mos., to renew the one you hold against the Calais S. B. Co.; less time will not answer our purpose, as we desire to put it out of our way till the boats are earning something another season. Your compliance will oblige many of your Calais and St. Stephen friends.

Yours, very truly,

WM. TODD.

Interrogatories to be propounded to John W. Marshall, of the city, county and State of New York, a witness to be examined on the part of the plaintiff, in the above entitled cause.

First interrogatory. What is your name, age, and occupation, and where do you reside?

Second interrogatory. In what business were you engaged in the early summer of the year 1854?

Third interrogatory. Do you know William Deming, of Calais, in the State of Maine? Whether you are or not acquainted with William W. Vanderbilt and David P. Vail, or either of them? If yea, when did you first become acquainted with them or either of them?

Fourth interrogatory. Whether or not you went to the city of New York with said Deming in the year 1854? If yea, when, and for what purpose, and at whose request?

Fifth interrogatory. Whether or not you saw, in company with said Deming, the steamer Adelaide? If yea, where was she? Whether or not said Deming entered into negotiation with said William W. Vanderbilt for her purchase? If yea, whether or not said

Vanderbilt expressed himself willing to sell said steamer? Whether or not said Vanderbilt stated anything about his being unable or unwilling to sell said steamer, without first consulting another person? If yea, who was that person, and what did said Vanderbilt say in regard to it?

Sixth interrogatory. Whether or not, before any bargain was agreed on, said Vanderbilt, or any other person, sent for said David P. Vail? If yea, for what purpose? Whether or not any sum, price for said steamer was agreed on? If yea, what price; and between whom? And who was present? Whether said parties entered into articles of agreement for the sale of said boat there, or repaired to any other place for that purpose? If yea, to what place?

Seventh interrogatory. If said Deming entered into any agreement to purchase said steamer, state when it was. What was the condition of the steamer at the time? How near completion was she, and what furniture or freight on board? What work was being done on said steamer at the time, and under whose directions? Whether or not you entered on board said steamer; if yea, by whose directions and in what capacity? Whether any person was sent for to act as master? If yea, who and by whom?

Eighth interrogatory. What was done on board said steamer after said Deming had agreed to purchase her, until she left New York? Under whose directions was the work done on her, if any was done? Whether said Vail and Vanderbilt, or either of them, had the direction of the work done on her? If yea, which one had charge? Whether or not said Vail was consulted in what was done? If yea, by whom?

Ninth interrogatory. What, if anything, was said by said Deming and Vanderbilt, or either of them, in your presence, before said steamboat left New York, as to the route said boat had been built for; and the person or persons for whom she had been built? And what, if anything, was said in regard to her being withdrawn from her contemplated route and sold?

Tenth interrogatory. Whether or not the furniture of the Adelaide was on board of her, when the agreement of sale was entered into? If yea, where was it, and in what situation or condition? Whether or not a quantity of other furniture was with it? If yea, for what other vessels was said other furniture designed? Whether or not said Deming bought this other furniture? If yea, of whom, and at what price, and whether or not the same was put in store at any place? If yea, where? And how long did it so remain?

Eleventh interrogatory. State when said steamer left New York. Whether or not it was on Sunday morning, Sept. 10th? At what hour did said steamer leave New York? Describe the weather at that time, and for six hours previous to the time she left. Whether or not it was fit weather for said steamer to leave New York on a voyage to Boston? Whether said Vanderbilt left New York in her?

If yea, in what capacity? Whether any person acted as engineer? if yea, who? Whether you had been employed before that, to act as engineer on board said boat? Were you on board when said boat left New York as aforesaid, and in what capacity did you act, if at all, on said voyage? Whether you subsequently acted as engineer on said boat? If yea, when did you begin so to serve, and how long did you serve? What was your occupation from the time of your arrival at New York, as inquired of in interrogatory four, up to the time you left in said boat, if you did leave?

Twelfth interrogatory. When and by whom were you first informed of the time said steamer was to leave New York? At what hour of the day were you so informed, and under whose direction was she to sail? If this information was given you by said Vanderbilt, what did he say? Up to that time, when was said boat appointed to leave New York? Was she fully fitted and ready for sea when she did sail? If nay, in what respects unfitted? Were her spars all on? If not, when and where were they put on?

Thirteenth interrogatory. Whether or not any person was employed and acted as the master of said steamboat, prior to her sailing from New York? If yea, who? Was he on board on her voyage from New York to Boston, above inquired of? If yea, did he act as master on said voyage? If nay, who did? Who acted as master after arrival at Boston from New York, and for how long time, and in whose employ is he still?

Fourteenth interrogatory. Whether or not the said steamer left New York before any inspection by the custom house officers? Whether any inspection was had of her, by such officers before she left New York? Whether or not she was inspected by the officers of the customs, after her arrival at Boston, and certificates issued? And why she left New York before inspection was had, and certificates issued?

Fifteenth interrogatory. Who acted as engineer of said boat on her said voyage from New York to Boston? How long after the arrival of said boat at Boston did said engineer and said Vanderbilt leave?

Sixteenth interrogatory. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage, to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for the Complainant.

Cross-interrogatories in behalf of the defendants in the above entitled cause, to John W. Marshall, of New York, a witness to be examined on the part of the complainant.

First cross-interrogatory. Had not the Adelaide, a steamboat plying between Boston and eastern ports, been lost some time before the purchase of the Adelaide by said Deming, and were not the defendants in haste to get a steamboat?

Second cross-interrogatory. After said Deming had concluded his contract for the purchase of the Adelaide, were you not detained in New York longer than was expected? Did you not on Monday before the Adelaide left New York, expect to leave on the following Thursday. And on Thursday not being ready, did you not expect to leave on Friday or Saturday?

Third cross-interrogatory. Did you not leave New York on Sunday, because the parties were anxious to get the boat to Boston, to take her place in the line?

Fourth cross-interrogatory. Had she not been advertised to leave Boston before she actually arrived here?

Fifth cross-interrogatory. Did not said Deming go with you to the inspector's in New York to have said boat inspected, and were they not engaged and could not attend to it, and was not that the reason why she was inspected in Boston instead of New York?

Sixth cross-interrogatory. Do you know Marshall A. Mathis, and when and where did you first see him, and what was his object in coming to see you? Did he talk with you about this suit? How many times have you seen and talked with said Mathis about this suit and your testimony in it? Have you not recently, and how recently, seen him on the subject? Has he not repeatedly been to see you about your testimony in this suit?

Seventh cross-interrogatory. When did you leave the Adelaide, and for what reason were you discharged?

Eighth cross-interrogatory. What has been your occupation since you left the Adelaide? Are you now in any occupation?

Ninth cross-interrogatory. Was not the first time that you heard of any claim of the estate of John Van Pelt to the Adelaide, when she was libelled in Boston?

Tenth cross-interrogatory. Did you not see said Deming in New York, on the 13th of July, 1858, and state to him that you never heard of any claim of said Van Pelt or his estate to the Adelaide, till after her arrival in Boston, and that she was hurried away from New York, on account of any claim on her, or words to that effect?

Eleventh cross-interrogatory. Did you know or hear of any claim of ownership or interest of the estate of John Van Pelt, or any other persons in California, in the Adelaide, while you were in New York, and before the purchase of the Adelaide by Mr. Deming?

Twelfth cross-interrogatory. Did you not suppose that Vanderbilt had good right and title to the boat, and good right to sell her; and had you supposed or thought otherwise, should you not have mentioned it to Mr. Deming?

HUTCHINS & WHEELER,
Solicitors for Defendant.

To the first direct interrogatory he says: My name is John W. Marshall; I am thirty-two years old, and an engineer by occupation. I reside at present in the city and county and State of New York.

To the second direct interrogatory he says: Engineering.

To the third direct interrogatory he says: I do know William Deming, of Calais, in the State of Maine. I am slightly acquainted with Vail, but know William W. Vanderbilt well. I first became acquainted with Vanderbilt in the year 1853 or 1854, and with Vail in 1854, about the time of the sale of the steamboat Adelaide.

To the fourth interrogatory he says: I went to the city of New York in the year 1854, at the request of William Deming, for the purpose of taking charge of the engine of the steamer Adelaide. I think it was the latter part of the summer I came on to take charge of her.

To the fifth interrogatory he says: Deming was with me when I saw the steamer Adelaide. She lay near the Dry Dock, East River, in the city of New York. Deming, after we went on board of the Adelaide, entered into negotiation with William W. Vanderbilt to purchase the Adelaide. Vanderbilt expressed himself willing to sell the steamer. Vanderbilt said he wanted to see Capt. Vail before he could do anything about selling the steamer, as he, Capt. Vail, had power to sell the boat, as Vanderbilt said. Vanderbilt said he would send for Capt. Vail.

To the sixth interrogatory he says: I understood they were going to send for Vail, and I suppose they did before any bargain was agreed upon. He was sent for, as I understood, to consult with in regard to the sale, as he had the authority to sell, as I have already stated. I think there was a price agreed upon for the steamer, after Vail came. I believe the price agreed upon was eighty-eight or ninety thousand dollars, or thereabouts. I believe Vail, Vanderbilt, Deming, and myself, were present when the price was agreed upon. I don't remember whether any one else was present at the time or not. I have no recollection about any articles of agreement being entered into there. This conversation was on the boat, and on the dock generally.

To the seventh interrogatory he says: Deming entered into an agreement to purchase the boat during one of our visits to the steamboat. I think it was the second time we visited the boat, but when it was I can't say. At this time her saloons and cabins were not finished; her furniture was on board, boxed up. She had no freight on board, except some bedding, for California, and also some furniture, &c., which was an over supply, as I understood from Vanderbilt. There was no work being done on her when we visited her. They calculated to finish her, as I understood, after her arrival in California. Her joiner work was all finished and stored away in the hold—that is, her doors, &c. I went on board of the steamer as engineer, by directions of Mr. Deming. A man, by the name of Winchester, came on the same time I did, to take charge of the

Sunday morning, that is, I received no orders to steam up until Sunday morning.

To the third cross-interrogatory he says: I don't know what the reason for leaving on Sunday morning was; I received my orders to leave, or have steam ready to leave, Sunday morning.

To the fourth cross-interrogatory he says: I do not know.

To the fifth cross-interrogatory he says: I never went with Deming to the inspectors in New York to have the boat inspected. Nothing of the kind mentioned in the direct interrogatory ever took place with me to my knowledge.

To the sixth cross-interrogatory he says: I know Marshal A. Mathis, I saw him I think first in Boston; I am not positive whether I first saw him in Boston or New York. The first time I saw him to have any conversation with him, was a year or so after the purchase of the Adelaide; I don't recollect particularly what his object was in coming to see me; he asked me some questions about the Adelaide; he did not talk with me about this suit at that time that I recollect of; he has since spoken of this suit to me; don't recollect how many times he has talked with me about this suit; I don't recollect to have talked with him about my testimony in this suit; I don't recollect that I ever told him anything what I would swear to in the suit: I have seen him every day or so, but not in relation to this suit altogether; I can't say he has been to see me repeatedly about my testimony in this suit.

To the seventh cross-interrogatory he says: I left the Adelaide the 1st of September, 1855, from a misunderstanding with the captain of the boat. A copy of the letter, the original of which is signed by Mr. Deming, will state the cause and how I left the Adelaide. A true copy of this letter is here annexed at the request of the witness and marked exhibit A.

To the eighth cross-interrogatory he says: I have been *been* one of the proprietors of a machine and boiler shop in Boston since I left the Adelaide; I am not at present engaged in any particular business, except negotiating for a steamboat.

To the ninth cross-interrogatory he says: I knew before she was purchased that she belonged to parties in California; I am not positive when it first was I heard of the claim of the estate of John Van Pelt.

To the tenth cross-interrogatory he says: I saw Deming in New York about July 13th, 1858, but don't recollect of saying any such thing as stated in the interrogatory mentioned.

To the tenth cross-interrogatory, which should be the eleventh, he says: I understood she belonged to parties in California before she was purchased.

To the eleventh cross-interrogatory he says: I heard some one had power of attorney to sell her, but am not positive whether it was Vanderbilt; I think it was Capt. Vail; I did not pay much attention to the matter as to who was the owner of her; I suppose he knew better about it than I did. If I had thought Deming was going to buy the boat with a bad title, I suppose I would have told him.

JOHN W. MARSHALL.

A.

Calais Steamboat Co., Calais, Sept. 22, 1855.

Mr. John W. Marshall has been in our employ for the last four years on the Eastern City and Adelaide as first engineer, and has not left our employ for want of confidence in him as an engineer; but for a personal misunderstanding between the officers. We consider him competent to the charge as first engineer, and as such would recommend him as being, in my opinion, every way competent, and wish him success.

WM. DEMING.
Treasurer and Gen. Agent.

Interrogatories to be propounded to James Wood, of Staten Island, in the State of New York, a witness to be examined on the part of the plaintiff in the above entitled cause.

First interrogatory. What is your name, age, occupation, and where do you reside?

Second interrogatory. Whether or not you have ever seen the steamboat Adelaide? If yea, when, where, and under what circumstances?

Third interrogatory. State in what manner your attention was first called to said steamboat. Whether or not you saw William Deming in regard to a contemplated purchase of said steamboat; if yea, when, where, and by whom were you introduced to said Deming? If you examined said steamer with reference to a purchase of her, was the said examination in presence of any person; if yea, what person?

Fourth interrogatory. If you say you had an interview with said Deming in regard to said steamer, state particularly all that took place at said interview; especially state all that was said by said Deming in regard to the title to said steamboat.

Fifth interrogatory. State whether or not said Deming in said conversation stated to you anything; if yea, what in regard to his knowledge of the interest of John Van Pelt's estate in said steamboat before he purchased her?

Sixth interrogatory. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or that may be material to the subject of this your examination, or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA.
Solicitors for Complainant.

The defendants in the above entitled cause, object to the third, fourth, and fifth interrogatories proposed by the complainant, to

James Wood, of Staten Island, in the State of New York, on the ground that the same are irrelevant, immaterial, and incompetent, and seek for the introduction of incompetent testimony (and not waiving their objections), propose the following cross-interrogatories de bene esse.

First cross-interrogatory. Did you not know, or had you not heard before you saw William Deming, that there was a controversy as to the title to said steamboat? Had you not had conversation with Mr. Mayhew, of the firm of Mayhew, Talbot & Co. of New York, John W. Marshall and some person or persons, and who were connected with the Morgan Iron Works, before you saw said Deming about said steamboat and the suit pending; and in regard to the title to her, and who claimed an interest in said boat, and the parties to the controversy about said boat?

Second cross-interrogatory. Did not said Deming assure you that he would give you a good title to the boat and bond to guarantee the same?

Third cross-interrogatory. Did said Deming say there was any defect in the title to said boat? Did he not say that the title was good?

Fourth cross-interrogatory. When did you first see said Deming? Did you ever see him before you came to Boston to examine said boat?

Fifth cross-interrogatory. Was not Mr. Mayhew, of the firm of Mayhew, Talbot & Co., present at all your interviews with said Deming? if not, when and where did you have any conversation with said Deming at which said Mayhew was not present?

Sixth cross-interrogatory. Did you not see said Deming in New York, on board the ship West Point, on or about the 13th of July, 1858, and did you not then say to him that you could not remember that anything was said by him in the conversations with you in Boston about John Van Pelt or his estate, and that you might be mistaken in your memory on that point?

Seventh cross-interrogatory. How came you to come to Boston to examine said boat? at whose suggestion? Were you not hired to come? have you been paid for coming?

Eighth cross-interrogatory. Had you not talked with several persons about the controversy, about the title to said boat before you saw Deming, and can you recollect what each person said, and can you distinguish between what other persons and said Deming said?

Ninth cross-interrogatory. Do you know Marshall A. Mathis? and if so, when did you become acquainted with him? Did you or not ever see him before you came to Boston to examine said boat?

Tenth cross-interrogatory. Did you not soon, and how soon after you returned from Boston to New York, see said Mathis? if yea, when and where and for what purpose?

Eleventh cross-interrogatory. Did you see him after your return from Boston and pass the whole or a part of a Sunday with him, and where and how came you to do so? What was your reason for doing so?

Twelfth cross-interrogatory. If you shall have stated that anything was said by Mr. Deming in regard to Van Pelt or his estate, in your conversation with him in Boston, please state how said Van Pelt's name came to be introduced, who introduced it; and state precisely what was said on the subject.

Thirteenth cross-interrogatory. Please state whether anything, and what, was said to you by said Deming in such conversations at Boston which led you to consider the title to said boat doubtful or objectionable.

Fourteenth cross-interrogatory. Are you in the oyster business, and how long have you been engaged in it?

Fifteenth cross-interrogatory. Have you not stated that you were suspicious that you were sent to Boston to procure testimony instead of to purchase the Adelaide?

Sixteenth cross-interrogatory. Have you not stated that you thought the title of the defendants to the Adelaide good, and did you not so state to the parties who employed you to come to Boston?

HUTCHINS & WHEELER,
Solicitor for Resp's.

To the first interrogatory he says: My name is James Wood. I am about forty-eight years old. I reside on Staten Island, in the county of Richmond, State of New York.

To the second interrogatory he says: I have seen the steamboat Adelaide. I saw her in the city of Boston, East Boston, some time the latter part of May, or fore part of June, 1858. I went on there for the purpose of purchasing her; that is, I went on to examine her for the purpose of giving my opinion to certain parties in Philadelphia as to the value and condition of the boat, and also to ascertain the lowest and best terms upon which she could be purchased.

To the third interrogatory he says: My first attention was called to the boat upon receiving a letter from a Mr. Wetmore, of Philadelphia, requesting my attention to an advertisement in a newspaper which he inclosed in his letter to me. The advertisement offered the boat for sale, and referred parties desiring to purchase to a Mr. Mayhew, in Wall Street. Upon receiving this letter and advertisement, I called upon Mr. Mayhew, who advised me to go on to Boston to get the terms and price of the boat; and I did go on to Boston, I think, in May, and examined the boat as I have stated, and there saw a person by the name of William Deming in relation to purchasing the steamboat. I was introduced to Mr. Deming by Mr. Mayhew, who was in Boston when I reached there. I examined the steamboat with reference to purchasing her. I made the examination in presence of Mr. Mayhew and the captain of the steamer Eastern City, whose name I do not now remember.

To the fourth interrogatory he says: I did have an interview with

Mr. Deming in regard to said steamer, at which time he said to me in substance that they would take fifty-five thousand dollars for the boat, I think; and in this conversation he spoke about the title of the boat (as I stated to him that I had understood that there had been some dispute about it). He replied that there had been some difficulty about the title to the boat, but that that was all settled; that they could now give a satisfactory title; that they would give bonds to that effect. He stated, or Mr. Mayhew, that the boat was built for some parties in California, and that the party or parties had died, and that a person by the name of Vanderbilt had the selling of the boat. I think he mentioned some other name with Vanderbilt. I believe it was a Mr. Vail, and that when they purchased from Vanderbilt and Vail they gave bonds that the boat should not go in California waters in three years from that time, and that the time had expired, and they had a right to sell her. I asked Deming, I think, how the boat came to be sold here, and I think Deming or Mayhew told me that a person by the name of Van Pelt owned her, who died in California. I don't know that the said Van Pelt owned her, but that owing to Van Pelt's death she was sold here. I requested Deming to give a statement in writing, or rather to write the parties in Philadelphia, his terms, &c., which he did.

To the fifth interrogatory he says: I don't know that he stated anything more than I have already stated in my answer to the previous interrogatories. I understood from the conversation I had with Deming and Mayhew that they had knowledge of the interest of Van Pelt or that estate before the boat was purchased.

To the sixth interrogatory he says: I don't know that I can state anything material or which may be of any benefit or advantage to either of the parties, unless my mind should be particularly called to the matter by some questions. JAMES WOOD.

To the first cross-interrogatory he says: Before I saw William Deming, I heard from Mr. Mayhew, of the firm of Mayhew, Talbot & Co., that there was a controversy about the title to the steamboat. I had a conversation with Mr. Mayhew before I saw Mr. Deming, in which he informed me concerning the title to the boat. I had this conversation in Mr. Mayhew, Talbot & Co.'s office in Wall Street, at which time Mr. Mayhew introduced me to John W. Marshall, as having been an engineer on her, who could give me such information as I desired about the capacity of the boat. I don't know that I ever had any conversation with any person or persons connected with the Morgan Iron Works about the boat. In the conversation with Mr. Mayhew, he referred me to the builder of the Adelaide's hull, and the builder of her engine, but I am unable to remember their names. I did not find the builder of her hull, but I saw a person who said he drew the plan of the engine, and also near two persons who said they had worked on her hull; and in the conversations with these parties, they informed me that there was some difficulty about the title to her, but what it was particularly I do not now remember, only that the person who owned her in California had died, and some one claimed her for his estate. This was all before I saw Deming.

To the second cross-interrogatory he says: Yes, sir; he said he would give a good title and satisfactory bond to any one who should purchase her.

To the third cross-interrogatory he says: Deming said there had been a defect in the title to the boat, but that the time had expired, or rather that there had been a suit about the title which had been ended or settled, and that he would give a satisfactory title and bond to indemnify any one who would purchase the boat.

To the fourth cross-interrogatory he says: I saw him (Deming) for the first time in Boston, when I went on to examine the boat, which was the latter part of May or the fore part of June, 1858.

To the fifth cross-interrogatory he says: Mr. Mayhew was not present at all the interviews I had with Mr. Deming. I had a conversation with Mr. Deming after dinner at the hotel, when he (Deming) was writing the statement and terms of the sale to the parties contemplating buying the boat, at which time Mr. Mayhew was not present.

To the sixth cross-interrogatory he says: I saw Mr. Deming on board the steamer West Point, in New York, during the month of July, 1858. I said to him I could not say whether Mr. Mayhew or Mr. Deming, or whether one or both of them told me about the name of Van Pelt or his estate, but that I was certain that it was said to me by one or both of them, and I was not certain but it was said by both. Deming asked me if I would swear positively that he (Deming) named Van Pelt or his estate, and I answered that I would not swear positively that it was him alone, but that it was said in a general conversation, and that my impression was that it was said by both him and Mayhew; but at all events it was said when they were both together.

To the seventh cross-interrogatory he says: I was sent to Boston to examine the boat by a man by the name of Wetmore, from Philadelphia. I was employed by him for that purpose, but have never been paid.

To the eighth cross-interrogatory he says: I talked with a number in New York before I went on there, who were the same parties I have mentioned on this examination. I cannot recollect what each person said particularly, but so far as the title of the boat came in question, I learned from those with whom I conversed about the title to the boat, about the same in substance I learned from Mayhew and Deming. I can, however, distinguish between what these persons said to me and what Deming said to me.

To the ninth cross-interrogatory he says: I know Marshall A. Mathis or Mathews—I am not certain how he spells it. I have known him for some time, but did not know where his office was until Mr. Marshall informed me. I had seen him before I went to Boston to examine the boat.

To the tenth cross-interrogatory he says: I called on Capt. Marshall on Monday after I left Boston, and upon making inquiry about the boat, he sent me to Mathis. I went and saw Mathis for the purpose of ascertaining about the title to this boat.

To the eleventh cross-interrogatory he says: The week after my return from Boston. I went to his house on Sunday to see him, he being sick. I was not there but a few minutes, he being very sick, and his doctor being there at the time. Mathis resides near me, and I merely called upon him, hearing he was sick.

To the twelfth cross-interrogatory he says: It was introduced in a general conversation in relation to the title to the boat. I can't say who first mentioned Van Pelt's name to me, when Mayhew and Deming were together, but Mayhew mentioned Van Pelt's name to me first before I went on to Boston. I don't know that I can state any more precisely what was said in regard to Van Pelt or his estate than I have already stated, except that in the conversation in Boston Mr. Mayhew and Mr. Deming, when speaking about the title to the boat, mentioned something about the Van Pelt interest, which it is impossible for me to state precisely.

To the thirteenth cross-interrogatory he says: Mr. Deming stated to me that there had been a difficulty about the title to the boat, which led me to think the title might be doubtful or objectionable.

To the fourteenth cross-interrogatory he says: I am not now in the oyster business. I have been engaged in it all my lifetime up to July last, when I went into the revenue department under the government.

To the fifteenth cross-interrogatory he says: No, sir.

To the fifteenth cross-interrogatory, which should be marked sixteenth cross-interrogatory, he says: I wrote to the parties in Philadelphia that, if they could buy the boat for $45,000, and could get a satisfactory bond of indemnity, I thought she would be worth the money. I told Mr. Deming that if they would give satisfactory indemnity, I supposed that would be sufficient. I never stated that I thought the title to the boat was good, but that a good bond of indemnity would make it good, I supposed for the purchase.

JAMES WOOD.

Interrogatories to be propounded to James Van Slycke, of Brooklyn, in the State of New York, a witness to be examined on the part of the plaintiff, in the above entitled cause.

First interrogatory. What is your name, age, occupation, and where do you reside?

Second interrogatory. Whether you were acquainted with John Van Pelt, late of San Francisco? With David P. Vail and William W. Vanderbilt, or either of them? If yea, state when and where you knew them, or either of them.

Third interrogatory. Whether or not you were ever employed on the steamer Adelaide? If yea, when, where, how long? What was the nature of your employment, and by whom were you employed?

Fourth interrogatory. Whether or not you were employed to go in said steamer to California? If yea, when and by whom?

Fifth interrogatory. Whether or not you were discharged from you employment on board said steamer? If yea, when, where, and by whom, and how nearly completed was said steamer at the time?

Sixth interrogatory. What, if anything, was said to you by said Vanderbilt at the time of, and as the reason of, your discharge from said employment?

Seventh interrogatory. What; if anything, did said Vanderbilt say about his having nothing more to do with said steamboat, and about her having been turned over to said David P. Vail?

Eighth interrogatory. Whether or not said Vail was in New York at the time? Whether or not he was on board said steamer prior to your discharge, and how frequently; and how long prior to your discharge, was it that you first saw him on board?

Ninth interrogatory. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this, your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

The defendants in the above entitled cause object to the fourth, fifth, sixth, seventh, and eighth interrogatories proposed by the complainant to James Van Slycke, of Brooklyn, in the State of New York, on the ground that the same are irrelevant, immaterial, and seeking to introduce incompetent evidence.

HUTCHINS & WHEELER,
Solicitors for Resp's.

To the first interrogatory he says: James T. Van Slycke. I am twenty-five years old. I am engaged in the smelt roofing business, and I reside at 107 Clinton Street, Brooklyn, in the State of New York.

To the second interrogatory he says: I was acquainted with John Van Pelt in his lifetime, who resided at Sacramento and San Francisco. I am acquainted with David P. Vail and William W. Vanderbilt. I knew John Van Pelt in New York, in 1847, 1848; and in 1850, 1851. I knew him in San Francisco. I knew Vail in San Francisco in 1850, and in New York, when the Adelaide was fitting out for San Francisco. I don't remember the exact year. I knew Vanderbilt in New York at the same time.

To the third interrogatory he says: I was employed on the steamer

Fourteenth interrogatory. Whether you went from New York to San Francisco after your interviews with said Vail and Vanderbilt? If yea, why? Upon what arrangement between you and said Vanderbilt and Vail, if any? When did you leave New York; and when arrive at San Francisco?

Fifteenth interrogatory. State whether, and if yea, when, after your arrival at San Francisco, said Horace P. Janes, Richard Chenery, and Frank Johnson, the aforesaid administrators, had an interview with Stalham Wing and said Van Pelt in your presence. If yea, state what took place at said interview. In what capacity were said Wing and Van Pelt acting at the time?

Sixteenth interrogatory. Whether you returned from San Francisco to New York? If yea, when, for what purpose, and under what authority? If your authority from any of the parties was in writing, please annex the same or a copy thereof to your deposition.

Seventeenth interrogatory. What was the situation of the steamer Adelaide at the time of your arrival at New York this last time? Whether or not she had been sold by said Vanderbilt? What action did you take upon ascertaining the fact of said sale? Whether or not the said steamer left New York? If yea, when, and under what circumstances, and whither did she go from New York?

Eighteenth interrogatory. State any other facts within your knowledge connected with the building of said steamer, the sums advanced for that purpose, the pretended sale of said steamer, and any acts or declarations of William W. Vanderbilt connected therewith, and not hereinbefore testified of by you in answer to preceding interrogatories.

Nineteenth interrogatory. State whether or not you are acquainted with the handwriting of said William W. Vanderbilt. If yea, have you now in your possession and control, or have you ever had in your possession any letters written by said Vanderbilt to said John Van Pelt, or to any other person connected with or having reference to said steamer or the building thereof, or any matters outgrowing therefrom? If yea, please annex said letters to your deposition, or if the same are not now within your control, annex copies thereof, and state whether the copies annexed are true and exact copies of the originals.

Twentieth interrogatory. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

The defendants in the above entitled cause object to the 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, and 17th interrogatories, propounded by the complainant to Marshal A. Mathis, of the city, county, and State of New York, a witness to be examined on behalf of the complainant, and also object to the introduction of the documents which said witness is required by the complainant to annex to his answer as incompetent, and propose the following cross-interrogatories:—

First cross-interrogatory. Do you know William Deming or William Todd? Did you ever speak to either of them?

Second cross-interrogatory. Were you appointed administrator of the estate of said John Van Pelt in the State of New York? When were you so appointed?

Third cross-interrogatory. Did you as administrator file an inventory of the estate of said Van Pelt? If yea, when, and annex a copy of the same?

Fourth cross-interrogatory. Did you as such administrator commence a suit against William W. Vanderbilt and David P. Vail, for the recovery of the proceeds of the sale of the steamer Adelaide to William Deming, or for any other and for what purpose? If yea, when, and is said suit now pending in said State of New York, and in what court?

Fifth cross-interrogatory. Did you not and when make or cause to be made a complaint against said Vanderbilt for perjury in some and what court in New York, and was not an indictment found against him, and was he not acquitted on the trial of the same?

Sixth cross-interrogatory. Did not said Vanderbilt commence a suit against you for malicious prosecution, and is not the same now pending?

Seventh cross-interrogatory. Did you not procure letters of administration to be taken out in the State of Massachusetts on the estate of said John Van Pelt, in the name of Eleanor Van Pelt as administratrix, and did you not procure a libel to be filed in the District Court of the United States for the District of Massachusetts, in the name of said Eleanor Van Pelt as administratrix of said John Van Pelt's estate, against said steamer Adelaide, and what was the result of said suit?

Eighth Cross-interrogatory. Who paid the costs and counsel fees in said suit in said District Court? Did you not pay the same, or some and what portion of the same?

Ninth cross-interrogatory. What relation are you to said Eleanor Van Pelt? Did you not have the whole charge of prosecution of said libel?

Tenth cross-interrogatory. Was not Charles Scudder appointed administrator of the estate of said Van Pelt, in Maine, at your suggestion, or upon your solicitation, or by your procurement? How came said Scudder to be so appointed? Is he in any way related to you or said John Van Pelt, or said Eleanor Van Pelt?

Eleventh cross-interrogatory. Has said Scudder done anything personally in the conduct or management of this suit? Have you not taken the entire management of the same, so far as the consulting with counsel and procuring testimony is concerned?

Twelfth cross-interrogatory. How much money have you expended in the prosecution of the various suits above mentioned that have been instituted since the sale of the Adelaide?

Thirteenth cross-interrogatory. Have you not had several interviews with John W. Marshall, John Spencer, and James Van Slycke, and James Wood, in regard to their testimony in this case?

Fourteenth cross-interrogatory. Do you know Capt. James Wood, of Staten Island? When did you first know him?

Fifteenth cross-interrogatory. Did you know of said Wood's going to Boston to buy or attempt to buy said steamer Adelaide? Did you see him before he went or after his return, and which?

Sixteenth cross-interrogatory. Who employed or procured said Wood to go to Boston for that purpose?

Seventeenth cross-interrogatory. Has said Wood ever, and when, visited you at your house; or have you ever, and when, visited said Wood at his house? Have you, within the last four months or weeks, and when and where, passed a Sunday or part of a Sunday with said Wood, and for what purpose?

Eighteenth cross-interrogatory. Has not the deposition of said William W. Vanderbilt been taken under a commission issued on behalf of the complainant in this cause? Have you not seen the same or a copy of the same; and have you not advised or consulted with counsel as to whether the same should be returned to the clerk of the court; before what commissioner in New York was the same taken? Has said commissioner been paid his fees for taking the same, and by whom? Where is said deposition now? Was not the same taken by you or your counsel, and who, in New York, from the commissioner who took the same? Why has not said deposition been returned to the clerk of the court from whence the commission issued?

HUTCHINS & WHEELER,
Solicitors for Resp's.

To the first direct interrogatory he says: Marshall A. Mathis. I am 46 years old. I reside at Port Richmod, Staten Island, in the State of New York.

To the second direct interrogatory he says: I was acquainted with Capt. John Van Pelt in his lifetime. His occupation was that of manager and owner of steamboats, prior to his decease.

To the third direct interrogatory he says: I am acquainted with William W. Vanderbilt. I became acquainted with him in the year 1854. He resided at that time at Green Point, Long Island, as he informed me; in the year 1854, I found him engaged in taking care of the steamboat Adelaide; I found him engaged at this during the months of June and July of that year. I did not know him in the year 1853. He told me he was engaged in building the steamer Adelaide during that year.

To the fourth interrogatory he says: I knew David P. Vail during the year 1854; that is, I first became acquainted with him in the month of June of that year. I knew nothing about Vail in 1853.

To the fifth direct interrogatory he says: I knew them all in San Francisco.

To the sixth direct interrogatory he say: He did.

To the seventh direct interrogatory he says: I know Stalham Wing and David Van Pelt, of San Francisco. After the decease of John Van Pelt, they acted as attorneys of the heirs of said John Van Pelt—that is, they had power of attorney to act for the heirs. They commenced to act under power of attorney in the month of January, 1854. I know of no one who acted for the heirs beside Wing and David Van Pelt, except Horace P. Janes, Richard Chenery, and Frank Johnson, who were administrators, in California, of John Van Pelt's estate there. I also acted for the heirs in the city of New York and elsewhere.

To the eighth direct interrogatory he says: John Van Pelt was engaged in building, at New York, the steamer Adelaide, at the time of his decease; that is, he was having her built for him at that time. John Van Pelt obtained a letter of credit through the house of Page, Bacon & Co., by mortgaging certain steamboat property of his in California, to the amount of fifty or sixty thousand dollars, which was done jointly with Richard Chenery, to secure the payment of drafts drawn by Chenery and Johnson, of New York, upon Richard Chenery, of California, thirteen-twentieths of which was charged to John Van Pelt's account. These drafts were cashed by the American Exchange Bank in New York, and paid by Chenery and Johnson, of New York, to David P. Vail, who, together with William W. Vanderbilt, was superintending and fitting out the Adelaide. John Van Pelt advanced to William W. Vanderbilt, at the time of the commencement to build the Adelaide, twenty thousand dollars; and afterwards he advanced, jointly with Richard Chenery, ten thousand dollars to build her. These amounts were advanced before his decease. The administrators advanced, after his decease, for the benefit and out of the effects of his estate, the sum of $48,126 24, for and on account of the construction of said steamer Adelaide. This amount was paid, after his decease, out of the proceeds of the letter of credit obtained from Page, Bacon & Co., which I have already mentioned; and also out of proceeds of another letter of credit, procured in California from the house of Wells, Fargo & Co., on their house in New York, for the sum of thirty thousand dollars.

To the ninth direct interrogatory he says: He told me they had not.

To the tenth direct interrogatory he says: Stalham Wing and David Van Pelt were authorized by the heirs of said John Van Pelt to protect their interest; and they were also authorized to protect the interest of the estate generally in said steamer Adelaide. In not taken the entire management of the same, so far as the consulting with counsel and procuring testimony is concerned?

Twelfth cross-interrogatory. How much money have you expended in the prosecution of the various suits above mentioned that have been instituted since the sale of the Adelaide?

Thirteenth cross-interrogatory. Have you not had several interviews with John W. Marshall, John Spencer, and James Van Slycke, and James Wood, in regard to their testimony in this case?

Fourteenth cross-interrogatory. Do you know Capt. James Wood, of Staten Island? When did you first know him?

Fifteenth cross-interrogatory. Did you know of said Wood's going to Boston to buy or attempt to buy said steamer Adelaide? Did you see him before he went or after his return, and which?

Sixteenth cross-interrogatory. Who employed or procured said Wood to go to Boston for that purpose?

Seventeenth cross-interrogatory. Has said Wood ever, and when, visited you at your house; or have you ever, and when, visited said Wood at his house? Have you, within the last four months or weeks, and when and where, passed a Sunday or part of a Sunday with said Wood, and for what purpose?

Eighteenth cross-interrogatory. Has not the deposition of said William W. Vanderbilt been taken under a commission issued on behalf of the complainant in this cause? Have you not seen the same or a copy of the same; and have you not advised or consulted with counsel as to whether the same should be returned to the clerk of the court; before what commissioner in New York was the same taken? Has said commissioner been paid his fees for taking the same, and by whom? Where is said deposition now? Was not the same taken by you or your counsel, and who, in New York, from the commissioner who took the same? Why has not said deposition been returned to the clerk of the court from whence the commission issued?

HUTCHINS & WHEELER,
Solicitors for Resp's.

To the first direct interrogatory he says: Marshall A. Mathis. I am 46 years old. I reside at Port Richmod, Staten Island, in the State of New York.

To the second direct interrogatory he says: I was acquainted with Capt. John Van Pelt in his lifetime. His occupation was that of manager and owner of steamboats, prior to his decease.

To the third direct interrogatory he says: I am acquainted with William W. Vanderbilt. I became acquainted with him in the year 1854. He resided at that time at Green Point, Long Island, as he informed me; in the year 1854, I found him engaged in taking care of the steamboat Adelaide; I found him engaged at this during the months of June and July of that year. I did not know him in the year 1853. He told me he was engaged in building the steamer Adelaide during that year.

To the fourth interrogatory he says: I knew David P. Vail during the year 1854; that is, I first became acquainted with him in the month of June of that year. I knew nothing about Vail in 1853.

To the fifth direct interrogatory he says: I knew them all in San Francisco.

To the sixth direct interrogatory he say: He did.

To the seventh direct interrogatory he says: I know Stalham Wing and David Van Pelt, of San Francisco. After the decease of John Van Pelt, they acted as attorneys of the heirs of said John Van Pelt—that is, they had power of attorney to act for the heirs. They commenced to act under power of attorney in the month of January, 1854. I know of no one who acted for the heirs beside Wing and David Van Pelt, except Horace P. Janes, Richard Chenery, and Frank Johnson, who were administrators, in California, of John Van Pelt's estate there. I also acted for the heirs in the city of New York and elsewhere.

To the eighth direct interrogatory he says: John Van Pelt was engaged in building, at New York, the steamer Adelaide, at the time of his decease; that is, he was having her built for him at that time. John Van Pelt obtained a letter of credit through the house of Page, Bacon & Co., by mortgaging certain steamboat property of his in California, to the amount of fifty or sixty thousand dollars, which was done jointly with Richard Chenery, to secure the payment of drafts drawn by Chenery and Johnson, of New York, upon Richard Chenery, of California, thirteen-twentieths of which was charged to John Van Pelt's account. These drafts were cashed by the American Exchange Bank in New York, and paid by Chenery and Johnson, of New York, to David P. Vail, who, together with William W. Vanderbilt, was superintending and fitting out the Adelaide. John Van Pelt advanced to William W. Vanderbilt, at the time of the commencement to build the Adelaide, twenty thousand dollars; and afterwards he advanced, jointly with Richard Chenery, ten thousand dollars to build her. These amounts were advanced before his decease. The administrators advanced, after his decease, for the benefit and out of the effects of his estate, the sum of $48,126 24, for and on account of the construction of said steamer Adelaide. This amount was paid, after his decease, out of the proceeds of the letter of credit obtained from Page, Bacon & Co., which I have already mentioned; and also out of proceeds of another letter of credit, procured in California from the house of Wells, Fargo & Co., on their house in New York, for the sum of thirty thousand dollars.

To the ninth direct interrogatory he says: He told me they had not.

To the tenth direct interrogatory he says: Stalham Wing and David Van Pelt were authorized by the heirs of said John Van Pelt to protect their interest; and they were also authorized to protect the interest of the estate generally in said steamer Adelaide. In

June, 1854, it was known, both to Vanderbilt and Vail, that after the decease of John Van Pelt, said David Van Pelt and Stalham Wing were the only persons who intervened or were authorized to intervene for the interest of the heirs of John Van Pelt in the steamer Adelaide.

To the eleventh direct interrogatory he says: In the year 1854, in the month of June, I arrived in New York on business connected with the interest of the heirs of John Van Pelt, in regard to the steamer Adelaide. I acted under instructions from said Stalham Wing and David Van Pelt, of California. I came on here to ascertain the reason of the detention of the Adelaide, and why she was not sent to California. My authority to act was under a letter from Wing directed to me at New Orleans. I have not now with me the letter, but I will look for it; and if I can find it I will have a copy annexed to this my deposition.

Adjourned to August 26th, 9 o'clock.

August 26th, 9 o'clock, the witness appeared and proceeded to give answer as follows, viz:—

To the twelfth direct interrogatory he says: In the months of June and July, 1854, I saw both Vanderbilt and Vail in the city of New York. I saw them between the 15th of June and the 5th day of July. I also saw the steamboat Adelaide, which was laying at the foot of Eighth Street, in the East River. I saw her first at or about the 15th of June, 1854. I understood she was completed and had made her trial trip some three weeks before said 15th of June, that is as far as to be in readiness to go to California. The materials to fully complete her were on board, as I understood from Vail and Vanderbilt, a part of which I saw, such as the dressed lumber to put her saloons up on her arrival in California. I can't say positively when she was commenced. I only know by William W. Vanderbilt's letters to John Van Pelt, which I will annex if called for.

To the thirteenth direct interrogatory he says: On the 15th day of June, 1854, I called at the steamboat Adelaide, lying at the foot of Eighth Street, East River, and was introduced by Brayton D. Van Pelt, one of the heirs of John Van Pelt, to William W. Vanderbilt, and I then stated to Vanderbilt that I was directed by letter from California, from Stalham Wing and David Van Pelt, to come from New Orleans to New York and ascertain why the steamboat Adelaide had not started on her voyage to California. He said they had been trying to sell the boat. I asked him if they had succeeded in selling her. He said they had not. I asked him if they had any authority to sell that boat. He said Vail had authority from the administrators of John Van Pelt's estate. I told him that that was not so; that the administrators had taken no action in it, as I was advised by letters. I asked him where I could see D. P. Vail. He said at the Clinton Hotel. I told him I would go down and see Vail, and see what authority he could show; and would see him, Vanderbilt, on the Adelaide again the next morning. I went down that day to the hotel mentioned by Vanderbilt, but could not find Vail. I called that day at the hotel three times, but was unable to find him. On the morning of the 16th, I called again at the hotel and found that Vail was out. I then went to the foot of Eighth Street, and there found Vail and Vanderbilt on board the Adelaide. Vanderbilt there introduced me to Capt. Vail. I asked Capt. Vail to show me his authority from the administrators in California to sell the Adelaide. He said he had a letter to sell her from Richard Chenery, who was one of the administrators. I asked him if the letter was signed Richard Chenery, administrator of John Van Pelt's estate. He said it was not. I asked Vail and Vanderbilt if they did not know that Richard Chenery was President of the California Steam Navigation Company. They said they did. That they had been so advised by him. I asked them if they did not know that Chenery was to receive from said company twenty-five thousand dollars, provided he sold the Adelaide not to come to California within three years. They said Chenery had so informed them, but the money was to go to the owners of the boat from the company. I told him that the heirs of John Van Pelt had never given their sanction, as the offer made by Chenery for the company was a conditional one; that if the Adelaide could not be sold so that the twenty-five thousand dollars would make up the loss on the boat, and three per cent. per month interest, she must come to California, and the company should be allowed to have her at her bills, to which I informed them that Van Pelt and Wing had never agreed to on behalf of the heirs, for the reason that the owners would have to stand the risk of the boat being lost on her passage to California, or the risk of insurance or part of it. I asked them what price they had offered the boat for sale at. They said eighty thousand dollars. I asked them what she had cost. They said about one hundred thousand dollars, when the salaries and everything was paid up. I asked them if they were still going to try to sell the boat and not take her to California. Vanderbilt answered that the boat could not go to California, as they owed twenty thousand dollars of bills, and they had not a dollar to pay it with. I told them that that appeared very strange, when there had been handed and sent to Vanderbilt thirty thousand dollars previous to John Van Pelt's death, and that Vail brought with him, or it was sent by mail at the same time, a letter of credit for fifty or sixty thousand dollars, drawn by Page, Bacon & Co., and that another one of thirty thousand dollars had been sent on drawn by Wells, Fargo, & Co., and they were still twenty thousand dollars in debt. I also stated that it was the wish of the heirs that the boat should start at once for California. Vanderbilt replied that she was not wanted in California, and would have to remain here for want of funds to pay her bills and carry her out there; and, as he had the carpenter's certificate in his own name, nobody could sell her or take her to California but himself, and as the boat was not wanted in California she should not go until his claim was settled. I asked him how much his claim was. He stated four thousand dollars and his service. I told him as for his four thousand dollars he never had paid John Van Pelt one dollar, but had left with him some Benicia bonds and notes amounting to four thousand dollars, as I understood, to be collected for him. This Vanderbilt admitted, but said the bonds were good. I told him the administrators of the estate had not put them into the inventory of the estate, for they belonged to him, but not to the estate. Vanderbilt said he had been legally advised that he could sell the boat or take out papers and run her, and if they could not sell her they were offered a route to run her on from New York to Atlantic City in connection with the railroad from Camden to Atlantic City. I told him, that if that was their determination, I should at once take out letters of administration, and take the heirs' thirteen-twentieths from their control, for I was satisfied that they were not disposed to protect the interest of the heirs of John Van Pelt, but to sell the boat to gratify the interest and wishes of the California Steam Navigation Company, and if they would show their letters, it would prove the fact, and that I should not parley with them any longer. I then started to leave them. Capt. Vail asked me where he could see me down town. I told him I was not particular as to place and time; he could name both. He named Clinton Hotel, at one o'clock that day, and said he hoped we could do something. I then left him and Vanderbilt, and called at the Morgan Iron Works, at the foot of Tenth Street. I remained there but a minute, and then took an omnibus to go down town. As the omnibus reached Eighth Street, D. P. Vail stepped in; we both went down town together. I told him one thing surprised me very much. He asked me what it was. I told him, knowing the funds that had been provided from California to finish the Adelaide, and to find him without any money, and twenty thousand dollars in debt. Vail answered, that such was not the case, for he had wherewith to draw for twenty thousand dollars whenever it was needed. I asked him if Vanderbilt knew that, and he said, certainly he did; and he knew it was wrong in Vanderbilt's telling me that they were without funds to pay off the bills against the boat. I told Vail, that if that was the case, the sooner things were brought to a close the better, as I thought delay both dangerous and unnecessary from present appearances. He said Vanderbilt would be at the hotel to meet us, and we could then see what could be done in the matter. We then parted for the present, and all three met at about one o'clock at the hotel, when I asked them what they proposed doing about the Adelaide. Vail said they had come to no conclusion in the matter, but that he and Vanderbilt thought there were steamboats sufficient in California, without the Adelaide's going there. I told them, that by their course they did not recognize the Van Pelts' interest in the boat, and their persistence in that course left me no alternative but to take out letters of administration, and take that portion out of their hands. Vail said, that they did not see how they could recognize the Van Pelt interest. I told them that, by administering in the State of New York, they would be compelled to recognize the Van Pelt interest; and if they forced me to do it, I should do it at once, as I had employed counsel, and they were now ready to move in the matter, and was only waiting to know what they would do at this meeting. Vail and Vanderbilt both stated that they wished to avoid any and all litigation, if there was any other course to pursue. I told them, if there was any litigation in the matter, it would be by their forcing me into it; but that the boat could not remain any longer as things now stood. Vail said he felt disposed to do what was right, and Vanderbilt said the same, but they both said they did not see any way to act. I told them that they had no authority to sell the heirs' interest in the Adelaide from any source, nor ever had had; for, there were seven out of ten of the heirs here in New York and in its vicinity. I asked them to make some proposition, if they were willing to avoid trouble and law about the boat. They both spoke, and asked me to make one, and, if they could, they would accept it. I told them I would do so at once, and proposed that they take the money, twenty thousand dollars Vail held, and settle off the bills against the boat, and make up the full accounts to show her entire cost, so they might go out to California by the steamer of July the 5th, and lay the boat up in some safe place, until I could go to California and settle the whole matter; and that I would go out on the steamer of July 5th, and return as soon as possible; that by that course the owners of the boat could attach no blame to them; and if they wished a little time to consider over it and give me an answer, I would do so. Vail and Vanderbilt talked aside a moment, and asked me to give them until the next Tuesday to answer. I told them I would, provided no move should be made in the mean time to sell the boat; and the place named for us to meet was at the Clinton Hotel, on Tuesday, the 20th of June. On the Tuesday named I called at the Clinton Hotel, and found Vail there. I asked him what he and Vanderbilt had concluded on. He said that they did not see that they could do anything in the matter farther. His accounts and books were at Sag Harbor, where he lived. He would go and get them, and come up the following week, and make up the accounts and have them ready for the steamer of July the 5th; and Vanderbilt had agreed to make up the accounts and have them ready to send out at the same time. In the mean time there would be another mail from California, and we could see what the letters contained about the boat, as there might be some different instructions sent on. I said, then you have agreed to my proposition; and he said, Yes. But they thought we had best wait until the arrival of the next steamer from California before they moved the boat from where she was; so I agreed to her remaining at the foot of Eighth Street, where she then was. I asked Vail if Vanderbilt would be down at the hotel, and he said not. He said he and

Vanderbilt had talked the matter over, and agreed to the proposition made by me. Vail asked me if I would certainly go to California on the next steamer; I told them I should if they got their accounts ready. He said they would get their accounts ready and drop all other matter respecting the boat, that is, as to the sale of her. On the next morning I went up to the steamer Adelaide, to see if Vanderbilt corroborated the statement made by Vail the day previously; but I did not see Vanderbilt. I went the next day and saw him at the Adelaide; and he confirmed Vail's statement, and showed me that the painters were finishing off some little jobs, so as to be done and hand in their bills in time to enable them to make up their entire accounts. He also showed me the small boats he had been getting on board in order to close up things at once. He asked me if I would go out on the steamer of the 5th of July. I told him I should, if they carried out, on their part, their present understanding. He said that the boat should remain laid up and unsold until they should hear from me in California. Vanderbilt requested me to let him know if I received any letters from California by the steamer then nearly due. I agreed to do so. After the arrival of the California steamer, and receiving letters from California, I went to the Clinton Hotel to see Vail. Not finding him in, I went to the Adelaide and found Vail and Vanderbilt both on board. I asked them if they had received letters. Vail said he had received one from Richard Chenery. Vanderbilt said he had received one from David Van Pelt, in which he was informed that the heirs did not wish the Adelaide sold, but to come to California as soon as possible. Vanderbilt said he never, before the receipt of this letter, understood that the heirs opposed the sale, and said the Adelaide would be forced to remain in New York, for a want of funds to carry her to California, until I went to California, or some funds were sent on for that purpose; and Vail said the same. They agreed to arrange all their accounts and make up full statements, and send them to California by the steamer of the 5th of July. I called upon them, and they informed me they had made up their accounts in full and mailed them, directed to Richard Chenery, in California. I acted in this matter under letters received from Wing and Van Pelt, and by special instructions from the heirs here in New York.

To the fourteenth direct interrogatory he says: After the interviews mentioned in my last answer, I went to California in the steamer of the 5th of July, to arrange the affairs of steamer Adelaide as agreed upon with Vanderbilt and Vail. I arrived in San Francisco on Sunday, August the 1st, 1854.

To the fifteenth direct interrogatory he says: After my arrival in San Francisco, Horace P. Janes, Richard Chenery, and Frank Johnson, the administrators of John Van Pelt's estate, had an interview with Stalham Wing and David Van Pelt and myself. This interview took place during the first week after my arrival, at the office of Janes, Doyle and Barber, upon the affairs of the steamboat

Adelaide. Janes and Johnson both stated at that interview that they never had directly or indirectly given or sanctioned any order for the sale of the steamboat Adelaide, and defied Vail or Vanderbilt, or any other person to produce one from them. Chenery acknowledged that he did, acting under a resolution passed by the California Steam Navigation Company to indemnify the owners of the steamboat Adelaide to the amount of twenty-five thousand dollars against loss on either interest or principal. He gave a letter dated March the 1st, 1854, to D. P. Vail to sell the Adelaide in New York, but after having a consultation a few days after with Wing and David Van Pelt, upon which they disagreed about the California Steam Navigation Company having the boat on her arrival in California, providing she was not immediately sold under the order of March 1st, Chenery agreed to countermand the order given March the 1st by a letter by the steamer of the 15th of March, directed to D. P. Vail.

Adjourned to August 28th at 9 o'clock A. M.

August 28th, 9 o'clock A. M., witness appeared and proceeded with his answer to the 15th interrogatory, as follows, viz:—

Chenery, at the interview last mentioned, referred to Frank Johnson as to seeing the letter of March the 15th to D. P. Vail in New York, countermanding the order given March the 1st to sell the boat, and that he had never gave Vanderbilt any orders about it further than to say by letter that he had sent such orders to D. P. Vail. Wing then called Chenery's attention to Vail's letters of July the 5th in which Vail had stated that Chenery had authorized him to settle with Vanderbilt for his services and money advanced for his interest. Chenery denied giving Vail any order or authority to settle with Vanderbilt, directly or indirectly. David Van Pelt then produced Vanderbilt's letter of July the 5th, 1854, to him, stating that Vail had settled and paid off his claim, and he had turned everything over to Vail; Chenery said he could not account for Vail's actions in the matter. Wing then called Chenery's attention to Vail's account of the cost of the Adelaide, sent out by the steamer of the 5th of July, and asked him for what purpose Vail had drawn for the ten thousand dollars, the draft of which came by this steamer, and was then presented for payment, as Vail's account showed eight thousand three hundred dollars cash in hand, and seven thousand six hundred debts owing. Chenery said it could be for no other purpose, he supposed, but to pay off Vanderbilt. The draft was paid by H. P. Janes, one of the administrators, and thirteen-twentieths of it charged to the estate of John Van Pelt. My object was then called up as to coming to California, and Janes and Johnson, two of the administrators, said that they had no action to take in the matter. Chenery said he was willing and ready to go into any arrangement and have the matters settled up between the respective owners of the boat, and would be glad to receive any proposition from Wing and Van Pelt, on behalf of the estate and heirs, to buy or sell, that he would sell seven-twentieths of her, or buy the heirs out of their thirteen-twentieths. Wing and Van Pelt agreed to hand Chenery a proposition the next day, and did so. I helped to draw them. They were made in writing. The next morning, on our meeting at Janes' office, all being present that were the day previous, the propositions were handed to Chenery, and he was to give an answer in a day or two. I then requested to be informed how the administrators viewed Vanderbilt's demand for four thousand dollars, claimed as an interest in the Adelaide, and was informed by Chenery and Janes, two of the administrators, that when William W. Vanderbilt was leaving California for New York, to build the Adelaide, he (Vanderbilt) left with John Van Pelt, or D. Knight, his agent, Benicia County bonds and notes of hand, amounting to about four thousand dollars, to be collected for him and placed to his credit when collected. Mr. Janes said that they were fully satisfied when they took the inventory of Van Pelt's effects, that these bonds and notes belonged to Vanderbilt, consequently they were not put into the inventory of the estate. Chenery said he had received a letter from Vanderbilt, urging their collection; but they were valueless, and nothing could then be got for them more than had already been got by H. R. Payson, John Van Pelt's agent, which amounted to some two or three hundred dollars, which was credited to William W. Vanderbilt; and the three administrators all stated that they never had took any action in the matter of the Adelaide as administrators, and had only paid the drafts in order to liquidate debts contracted by John Van Pelt in his lifetime for which the steamboat property in California stood mortgaged; nor had they ever officially notified Vail or Vanderbilt that they were administrators. I asked Chenery if John Van Pelt's estate was mortgaged for the letter of credit given by Wells, Fargo, & Co., for thirty thousand dollars. He said it was not, and said that there had been twenty thousand of it drawn and paid; and that there could be no more wanted unless the Adelaide came out to California. The next morning we met again. Wing and Van Pelt asked Chenery what conclusion he had come to upon the propositions submitted the day previous, to buy or sell the Adelaide. He refused to accept either proposition submitted. Van Pelt or Wing requested Chenery to submit propositions himself. He declined doing so, and the subject was dropped. All of these interviews, narrated in this answer, took place when all of the parties named in the interrogatory were present at the office of Janes, Doyle, and Barber, in San Francisco. At these interviews, Wing and David Van Pelt were acting under power of attorney from the adult heirs, and, also, David Van Pelt acted as guardian for the infant heirs.

To the sixteenth direct interrogatory, he says: I did return from San Francisco to New York on the 8th of September, 1854, having left San Francisco in the steamer of the 16th of August, 1854, for the purpose of administering upon the estate of John Van Pelt in

New York. I brought with me powers of attorney and substitution, copies of which are hereunto annexed, and marked Exhibits "A" and "B," C. W. Newton, Commissioner, respectively; and I also annex copy of the original power of attorney from all of the adult heirs in New York, to Wing and Van Pelt, which is marked Exhibit "C," C. W. Newton, Commissioner; and I also annex a copy of the original power of attorney, from Sophia Van Pelt, wife of Marshall A. Mathis, which is marked Exhibit "D." These several Exhibits, A, B, C, and D, I have compared with their originals, and know them to be copies.

To the seventeenth direct interrogatory, he says: On my arrival in New York the last time, from California, Sept. 8th, 1854, I was informed that the Adelaide had been sold by D. P. Vail and William W. Vanderbilt, to some eastern company. On the morning of the 9th, same month, I sent a man early in the morning to the foot of Eighth Street, East River, to ascertain whether the Adelaide was still there. He returned to me in Wall Street and reported that she was there. On the opening of the custom-house that morning, I went and examined if she had been licensed and enrolled there, and ascertained that she had not; I then went to the United States Inspector's Office of hulls and engines, and there ascertained she had not been inspected, which I was informed was necessary before she could obtain her papers from the custom-house. From there I immediately went to the Surrogate's Office with my attorney, to apply for letters of administration, but the Surrogate not being in, I went away and returned again in two or three hours and found the Surrogate in, when I made my application for letters of administration upon the estate of John Van Pelt, in the city of New York, which application, the Surrogate informed us, could not be granted, but that upon a proper petition, a power to collect, recover, and receive, the goods and chattels of the estate could be granted, whereupon the Surrogate did grant and issue to me upon a petition, the following: (The witness here produced before me, the Commissioner, the original letters of administration ad colligendum, under the proper seal and signature of the Surrogate; a true copy of which is hereto annexed and marked Exhibit E.) When the Surrogate had granted me letters of administration ad colligendum, of which Exhibit E is a copy, so much time had expired that I was unable to file my security and take legal action to stop the Adelaide in New York. On Monday morning early following, I learnt that the Adelaide had been run away with from New York waters on Sunday morning early the 10th inst., in a violent gale of wind that prevailed at the time. I went at once to the foot of Eighth Street where the Adelaide had laid, and found she had left as I had been informed. I immediately came to the custom-house, and was there when it opened for business, and ascertained just before the closing of the custom-house on Saturday evening, Sept. 9th, that Vail, Vanderbilt, and some lawyers, came and took out papers for the Adelaide in the name of William

W. Vanderbilt, sole owner and captain, with D. P. Vail as security. After ascertaining the above facts at the custom-house, I again went to the foot of Eight Street, where the Adelaide had been taken from, and ascertained that the business transacted between Vail and Vanderbilt and the Eastern Company, which was said had purchased her, had taken place at the counting house of Mayhew, Talbot & Co., somewhere in South Street. I immediately went to that firm's place of business, and ascertained that the Adelaide had left for Calais, Maine, and was to run between Boston and Eastport, or Calais, or somewhere in that vicinity. Soon afterwards I ascertained she had arrived at Boston, which was I believe on the 15th of September, 1854; and on the 16th of the same month, I arranged my business in New York, and went on to Boston, for the purpose of ascertaining the steps necessary to take to protect the interest of the heirs of the estate of John Van Pelt in the Adelaide.

Adjourned to August 31st, 9 o'clock A. M.

August 31st, witness appears, and examination adjourned to Sept. 2d, 10 o'clock. Sept. 2d, 10 o'clock A. M., witness appears and gives further answer, as follows, to said eighteenth interrogatory:—

On my arrival in Boston, I employed counsel for the estate, and letters of administration were procured in the name of Mrs. Eleanor Van Pelt, the mother of deceased. After letters were taken out in Boston, I went to the agent of the Calais Steamboat Company, who had possession of the Adelaide, and demanded of him possession of the steamboat, which was refused, and a suit in Admiralty was brought.

To the eighteenth direct interrogatory he says: I have stated all I can now remember, connected with the building of the steamer, or the sums advanced for that purpose, and all other matters called for in said interrogatory.

To the nineteenth interrogatory he says: I have seen Vanderbilt's handwriting, and have in my possession his letters in reference to the matter inquired of; but I am unable to annex the originals, as they are being used in a suit now pending in this city, and are not under my control.

(The witness here produced before me, the commissioner, the said letters referred to, and I have herewith annexed copies of the same, which are marked Exhibits H, I, K, L, M, N, O, respectively; the same being letters from William W. Vanderbilt to John Van Pelt, and the letters marked Exhibit P, being a copy of the original from William W. Vanderbilt to David Van Pelt, and also letter marked R, being copy of original from William W. Vanderbilt to Stalham Wing.)

The witness says: I have carefully examined the above copies with the original letters, and know the said copies to be correct and true copies of the originals.

To the twentieth direct interrogatory he says: While in New York, in June, 1854, I requested my attorney, Mr. Smales, to serve a notice upon the collector of the port at New York, a copy of which is hereto annexed, and marked Exhibit S. I was present when the original of this Exhibit S was served on the Mr. Odell, who was then deputy collector of this port. This letter or notice was served on the 22d of June, 1854, the said Exhibit S being the original draft of said notice, prepared by Mr. Smales, of the firm of Buchanan & Smales, who were then acting as my attorneys.

In my answer to the fifteenth direct interrogatory, I have mentioned certain letters as having been sent by D. P. Vail and William W. Vanderbilt, to Richard Chenery and David Van Pelt, under date of July 5th. The originals of these letters of Vail to Chenery, with account inclosed, are now in California, and I now produce true copies of said original letter of Vail, which are here marked Exhibit T, and W, respectively; and the copy of the account which was inclosed in the letter marked T, is here marked N. I have examined these letters, and also the account inclosed in the letter referred to, with their originals, and know the copies here produced are true and correct copies of said originals. The letter of William W. Vanderbilt to David Van Pelt, referred to in my said answer to the fifteenth interrogatory, is the one marked Exhibit P, and annexed under my answer to the nineteenth direct interrogatory.

In pursuance of an order of the Supreme Court of the State of New York, in the case of William W. Vanderbilt, at the suit of Marshal A. Mathis, made on the 8th day of October, 1855, William W. Vanderbilt furnished my attorney with sworn copies of certain letters written him by John Van Pelt, or his agents, in relation to the steamer Adelaide, which I now produce, to show the entire correspondence between John Van Pelt and his agents, and William W. Vanderbilt, in reference to the steamboat Adelaide, her building and the funds provided therefor, as far as the same is within my control to produce, copies of which said sworn copies so produced under said order, are hereto annexed, and marked Exhibits W No. 1, W No. 2, W No. 3, W No. 4, W No. 5, W No. 6, W No. 7, W No. 8, W No. 9, W No. 10, W No. 11, respectively.

(The original copies furnished by Vanderbilt under the above mentioned order, are here produced and examined by the commissioner with the copies annexed, and marked from W No. 1 to W No. 11 inclusive, and are here certified by the commissioner to be true copies of said sworn copies.)

The letters mentioned in my answer to interrogatory nineteenth, as letters from William W. Vanderbilt to David Van Pelt, marked Exhibit P, and the one from Vanderbilt to Wing, marked Exhibit R, were answers of certain letters which were written by the respective parties, Wing and David Van Pelt; which said last mentioned letters I have caused copies to be made, and they are here annexed, and marked Exhibit X No. 1, X No. 2, respectively.

(The original of these letters, as sworn to by the witness, are here produced and examined with the copies, marked as above, and I hereby certify said copies to be true copies of said letters sworn to be originals.) C. W. NEWTON, U. S. Com.

The witness proceeds to say: On this my examination, I have produced copies of letters and other papers, instead of the originals, to be annexed, for the reason that each of the originals of the letters and other papers referred to on my examination, are not under my control, and I have therefore been unable to annex the originals.

R. Chenery, Jessup, and Johnson have ratified the pretended sale made by Vail and Vanderbilt to Deming and Todd, of the steamer Adelaide, as far as their interest went, which was represented to be seven-twentieths.

M. A. MATHIS.

To the first cross-interrogatory he says: I have seen William Deming; William Todd I never saw. I never spoke to either of them.

To the second cross-interrogatory he says: I was appointed administrator of the estate of John Van Pelt, in the State of New York. I received letters of administration ad colligendum on the 15th of September, 1854, upon application made on the 19th of September, of which letters one referred to in my direct examination and marked exhibit E; and on the 6th day of November, 1854, the surrogate of the city and county of New York granted me a certificate and full letters of administration, which said certificate and letters I have referred to on my direct examination, and the same are marked exhibit F and G respectively, which said letters will show when I was appointed.

To the third cross-interrogatory he says: I did not, as the only property of the estate consisted of the steamboat Adelaide, which had been removed from the State.

To the fourth cross-interrogatory he says: I did not, as administrator, commence a suit against William W. Vanderbilt and David P. Vail, for the recovery of the proceeds of the sale of the steamer Adelaide to William Deming, but I did commence suits against said Vail and Vanderbilt, to make them account for the money intrusted to them by John Van Pelt and his estate. The suits are now pending. I commenced a suit against both Vanderbilt and Vail, one on or about the 27th day of September, and the other about the 7th of October, 1854, in the Supreme Court.

To the fifth cross-interrogatory he says: I did make a complaint against Vanderbilt for perjury, before a United States commissioner, or rather the United States District Attorney, made the complaint upon my presenting him certain papers and letters from the parties in California. An examination was had before the commissioner; I believe his name was John W. Nelson. An indictment was never had; I never presented the case to the Grand Jury. Commissioner Nelson, I believe, discharged him on the preliminary examination.

To the sixth cross-interrogatory he says: He did, and the same is now pending.

To the seventh cross-interrogatory he says: I did procure letters of administration to be taken out in the State of Massachusetts, on the estate of John Van Pelt, in the name of Eleanor Van Pelt as administratrix, acting under her special power of attorney. I also procured a libel to be filed in the District Court of the United States for the District of Massachusetts, in her name, as administratrix, against the Steamer Adelaide. This suit was discontinued for want of equity jurisdiction in the Court of Admiralty.

To the eighth cross-interrogatory he says: I paid all the costs and counsel fees chargeable to the estate, and the estate paid me the same.

To the ninth cross-interrogatory he says: She is my mother-in-law. I had the whole charge of the prosecution of the libel, under her power of attorney.

To the tenth cross interrogatory he says: The attorneys of Eleanor Van Pelt procured Charles Scudder to be appointed administrator in the State of Maine. He is not in any way related to me, or to John Van Pelt, or Eleanor Van Pelt, to my knowledge.

To the eleventh cross-interrogatory he says: He has done all that has been required of him, as I have been informed. I cannot say whether I have had the entire management of the suit, so far as consulting with counsel and procuring testimony is concerned. I have, whenever requested by counsel, consulted with them and assisted in procuring testimony.

To the twelfth cross-interrogatory he says: I have expended no money whatever in the prosecution of the various suits on my own account. I have expended considerable money, however, for the estate in relation to these various suits; but what amount I have expended, or other parties in behalf of the estate, I am unable to say.

To the thirteenth cross-interrogatory he says: I have had interviews with all the persons named in the said interrogatory.

To the fourteenth cross-interrogatory he says: I do know Capt. James Wood, of Staten Island. I can't say when I first knew him.

To the fifteenth cross-interrogatory he says: I did not know of Wood's going to Boston to buy or attempt to buy the Adelaide. I did not see him before he went in relation to this business, but he called upon me after his return. I do not know who employed or procured him to go to Boston for the purpose named. I understood from him, after his return, that some party or parties in Philadelphia employed him.

To the seventeenth cross-interrogatory he says: Wood called at my house after his return from Boston, on Sunday, when I was sick and where I had been confined for the four months previous. Nothing passed between us on that day. He never passed a Sunday or part of a Sunday with me up to this time. Since then I have visited Wood, he residing on the Island; and he has visited me. Wood informed me, after he called on Sunday, that he called to ascertain concerning the title to the Adelaide; or rather he called upon me afterwards, and inquired concerning the title to the Adelaide.

To the eighteenth cross-interrogatory he says: I have understood that the deposition of Vanderbilt had been taken, or partly taken, under a commission issued on behalf of the complainant in this cause. I have seen what purported to be a deposition of Vanderbilt, but I have never read it through; I don't know the name of the commissioner before whom it was taken. The matter in relation to this commission has been managed by the attorneys for the estate. Whether the commissioner's fees have been or not I don't know; it may have been paid by the attorney. I do not know where the deposition is, nor do I know who took it. I did not. I do not know why the deposition has not been returned to the clerk of the court from whence the commission issued. The whole matter in relation to this deposition took place when I was confined to my house by sickness.

M. A. MATHIS.

A.

Know all men by these presents, that we, David Van Pelt, for himself, and as guardian of Brayton D. Van Pelt, Emily Van Pelt and Caroline Baker, minor children and heirs at law of John Van Pelt, now deceased, Elizabeth Wing and Statham Wing her husband, and Charles Van Pelt, of the city of San Francisco, and State of California, heirs at law, and next of kin of John Van Pelt, late of said city and State, now deceased, jointly and severally have made, nominated, constituted, and appointed Marshal A. Mathis, of the city of New York, our true and lawful attorney in our names, places and stead, to transact all business of every nature and description connected with the estate, real and personal, of said John Van Pelt, deceased, and with our and each of our interests in said estate, and the proceeds thereof, to ask, demand, sue for, collect and receive the whole of our shares or interests, or the shares or interests of either or any of us in said estate, and to take all necessary and proper steps to settle with, discharge and release any person or persons who are or may be indebted to the said estate, to institute and prosecute to final judgment and execution all claims and sums of money owing to said estate, and to defend any and all suits against said estate; to submit any and all matters in dispute to arbitration, or the same to settle and compromise, to sell or make other disposition of the personal property or effects of said estate, whether in the city of New York or elsewhere, in the discretion of our said attorney, and to execute all necessary bills of sale and instruments to carry the same into effect; also to bargain, sell, and contract for the sale of, and to convey our, or either, or any of our interests or shares in any real estate and chattels real, left by the said John Van Pelt, deceased, and to execute, under seal or otherwise, all necessary deeds, conveyances and instruments of conveyance for the same, and to do all other matters and things in and about the management or settlement of our said shares or interests and the proceeds thereof, which we or either or any of us could do; also to take out letters of administration in his own name upon the estate of the said John Van Pelt, deceased, or to make application for the appointment of some other suitable person as administrator of said estate, and to cause letters of administration to be issued to such person, and generally to do and perform all such acts, matters and things as our and each of our said attorneys shall deem necessary or expedient for the complete and effectual execution of the authority hereinbefore granted, as fully as we or either or any of us could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof we have hereunto set our hands and seals, at the city of San Francisco, the fourteenth day of August, in the year one thousand eight hundred and fifty-four.

(Signed) ELIZABETH WING, [L. S.]
STALHAM WING. [L. S.]

In presence of
L. W. SLOAT,
JAS. S. WETHERED.

(Signed) DAVID VAN PELT, [L. S.]
CHAS. VAN PELT. [L. S.]

L. W. SLOAT,
JAS. S. WETHERED.

State of California, County of San Francisco, *ss.*

I, Lewis W. Sloat, a Commissioner for the State of New York, residing in the city and county of San Francisco, in the State of California, do hereby certify that on the fifteenth day of August, A. D. eighteen hundred and fifty-four, personally appeared before me, in the city and county of San Francisco aforesaid, Elizabeth Wing, Stalham Wing, and Charles Van Pelt, and again on the sixteenth, at the same place, personally appeared David Van Pelt, all known to me to be the individuals described in and who have executed the foregoing instrument, and they severally acknowledged to me that they had executed the said instrument; and the said Elizabeth Wing, on a private examination by me made, apart from her husband, further acknowledged to me that she executed the said instrument freely, and without any fear or compulsion of her husband.

In witness whereof I have hereunto set my hand and affixed my official seal, in the city of San Francisco, in the county and State aforesaid, this sixteenth day of August, A. D. eighteen hundred and fifty-four.

[L. S.] (Signed) L. W. SLOAT,
A Commissioner for the State of New York.

B.

To all to whom these presents shall come.

David Van Pelt and Stalham Wing, both of the city of San Francisco, in the State of California, send greeting:—

Whereas Eleanor Van Pelt, Elvira Stoddard, and Henry S. Stoddard her husband, all of Staten Island, in the State of New York, and Josephine Russ and Charles P. Russ her husband, of the city of Brooklyn and State of New York, heirs at law and next of kin of John Van Pelt, late of San Francisco, in the State of California, now deceased, by their joint and several letters of attorney, bearing date the twentieth day of December, in the year one thousand eight hundred and fifty-three, did constitute us jointly their true and lawful attorneys in their names, places, and stead.

Know ye that we, the said David Van Pelt and Stalham Wing, by virtue thereof, and of the power of substitution contained in said letter of attorney, do substitute and depute Marshal A. Mathis, of the city of New York, to be the lawful and sufficient attorney of the said Eleanor Van Pelt, Elvira Stoddard and Henry S. Stoddard her husband, Josephine Russ and Charles P. Russ her husband, in their names, places, and stead, to transact all business of every nature and description connected with the estate real and personal, of said John Van Pelt, deceased, and with their and each of their interests in said estate and the proceeds thereof, to ask, demand, sue for, collect and receive the whole of their shares or interests, or the shares or interests of either or any of them in said estate, and to take all necessary and proper steps to settle with, discharge, and release any person or persons who are or may be indebted to the said estate; to institute and prosecute to final judgment and execution all claims and sums of money owing to said estate, and to defend any and all suits against said estate; to submit any and all matters of dispute to arbitration, or the same to settle and compromise; to sell or make other disposition of the personal property or effects of said estate, whether in the city of New York or elsewhere, and to execute all bills of sale, and instruments to carry the same into effect; also to bargain, sell, and contract for the sale of, and to convey their, or either, or any of their interests or shares in any real estate and chattels real, left by the said John Van Pelt, deceased, and to execute under seal or otherwise all necessary deeds, conveyances, and instruments of conveyance for the same; and to do all other matters and things in and about the management or settlement of their said shares or interests and the proceeds thereof, which they, or either, or any of them could do. Also to take out letters of administration in his own name, upon the estate of the said John Van Pelt, deceased, or to make application for the appointment of some other suitable person as administrator of said estate and to cause letters of administration to be issued to such person. And generally to do and perform all such acts, matters, and things, as their and each of their said attorneys shall deem necessary or expedient for the complete and effectual execution of the authority granted in and by said letter of attorney, as fully as they, or either, or any of them could do, if personally present, with all and every power and authority of acting in the name, stead, and to the use of the said Eleanor Van Pelt, Elvira Stoddard and Henry S. Stoddard her husband, Josephine Russ and Charles P. Russ, and each and every of them, granted to us by the said letter of attorney, which we can lawfully exercise and delegate, hereby ratifying and confirming whatsoever the said Marshal A. Mathis shall lawfully do in the name of the said Eleanor Van Pelt, Elvira Stoddard and Henry S. Stoddard her husband, Josephine Russ and Charles P. Russ her husband, or either, or any of them, by virtue of these presents, and the power of substitution in said letter of attorney contained.

In witness whereof we have hereunto set our hands and seals at the city of San Francisco, the day of August, in the year one thousand eight hundred and fifty-four.

(Signed) DAVID VAN PELT, [L. S.]
STALHAM WING. [L. S.]

In presence of—
DEWETT O. BROWN.

State of California, County of San Francisco, *ss.*

I, Lewis W. Sloat, a Commissioner for the State of New York, residing in the city and county of San Francisco, in the State of California, do certify that on the sixteenth day of August, A. D. eighteen hundred and fifty-four, personally appeared before me, in the city and county of San Francisco aforesaid, David Van Pelt and Stalham Wing, who are personally known to me to be the individuals described in and who have executed the foregoing instrument, and they then and there acknowledged to me that they executed the said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal in the city of San Francisco, in the county and State aforesaid, this sixteenth day of August, A. D. eighteen hundred and fifty-four.

[L. S.] (Signed) L. W. SLOAT,
A Commissioner for the State of New York.

E.

The people of the State of New York to Marshall A. Mathis, of the city of New York, send greeting:—

Whereas, John Van Pelt, late of San Francisco, California, departed this life, leaving assets in the county of New York; and whereas, considerable time must necessarily elapse before letters of administration can be granted on his estate, and we being desirous that the goods, chattels, personal estate, and debts of said deceased, may be collected and preserved, do grant unto you, the said Marshall A. Mathis, full power, by these presents, to collect, recover, and receive the said goods, chattels, personal estate, and debts of the said deceased; and to secure the same at such reasonable expense as the Surrogate of the county of New York shall allow; and to sell such of the said goods as are perishable, under the direction of the said Surrogate after the same shall have been appraised, hereby requiring you to make, or cause to be made, a true and perfect inventory of such of the assets of said deceased as shall come to your possession or knowledge, and return the same to our said Surrogate within three months from the date of these presents; and also faithfully and truly account for all property, money, and things in action received by you as such collector whenever required by our said surrogate or any other court of competent authority, and faithfully to deliver up the same to the person or persons who shall be appointed executors or administrators of the said John Van Pelt, deceased, or to such other persons as shall be authorized to receive the same by said surrogate. And we do by these presents depute, constitute, and appoint you, the said Marshall A. Mathis, collector of all and singular the goods, chattels, and credits which were of the said John Van Pelt, deceased.

In testimony whereof we have caused the seal of office of our said surrogate to be hereunto affixed. Witness, A. W. Bradford, Surrogate of said county, at the city of New York, this fifteenth day of September, in the year of our Lord one thousand eight hundred and fifty-four, and of our independence the seventy-ninth.

A. W. BRADFORD, Surrogate.

C.

(Power of attorney from Eleanor Van Pelt and als.)

This document is the same as recorded on page 127.

D.

(Power of attorney from Mrs. Mathis.)

This document is the same as recorded on page 133.

F.

The people of the State of New York to all to whom these presents shall come or may concern, send greeting:—

Know ye, that we, having inspected the records of our Surrogate's Court, in and for the county of New York, do find that on the sixth day of November, in the year one thousand eight hundred and fifty-four, by said court letters of administration of the goods, chattels, and credits, which were of John Van Pelt, late of the city of San Francisco, California, deceased, were granted and committed unto Marshall A. Mathis, of the city of New York, and that it does not appear by said records that said letters have been revoked.

In testimony whereof we have caused the seal of office of our said surrogate to be hereunto affixed. Witness, Alexander W. Bradford, Surrogate of our said county, at the city of New York, the sixth day of November, in the year of our Lord one thousand eight hundred and fifty-four.

[L. S.] (being the seal of the Surrogate.) A. W. BRADFORD,
Surrogate.

G.

The people of the State of New York to Marshall A. Mathis, of the city of New York, the husband of Sophia Mathis, a sister of John Van Pelt, deceased, late of San Francisco, California, send greeting:—

Whereas, the said John Van Pelt lately departed this life intestate, not being at or immediately previous to his death an inhabitant of the county of New York, but having assets therein, by means whereof the ordering and granting administration of all and singular the goods, chattels, and credits whereof the said intestate died possessed, in the State of New York, and also the auditing, allowing, and final discharging the account thereof, doth appertain unto us; and we being desirous that the goods, chattels, and credits of the said intestate may be well and faithfully administered, applied, and disposed of, do grant unto you, the said Marshall A. Mathis, full power by these presents to administer and faithfully dispose of all and singular the said goods, chattels, and credits; to ask, demand, recover, and receive the debts which unto the said intestate whilst living, and at the time of his death, did belong; and to pay the debts which the said intestate did owe, as far as such goods, chattels, and credits will thereunto extend and the law require; hereby requiring you to make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels, and credits of the said intestate within a reasonable time, and return a duplicate thereof to our surrogate of the county of New York within three months from the date of these presents; and if further personal property or assets of any kind not mentioned in any inventory that shall have been so made shall come to your possession or knowledge to make or cause to be made, in like manner, a true and perfect inventory thereof, and return the same within two months after the discovery thereof; and also to render a just and true account of administration when thereunto required; and we do, by these presents, depute, constitute, and appoint you, the said Marshall A. Mathis, administrator of all and singular the goods, chattels, and credits of the said John Van Pelt, deceased.

In testimony whereof we have caused the seal of office of the surrogate of said county to be hereunto affixed.

Witness, Edward C. West, Surrogate, of said county, at the city of New York, the sixth day of November, in the year of our Lord one thousand eight hundred and fifty-four, and of our independence the eighty.

[L. S.] (being the seal of the surrogate.) A. W. BRADFORD,
Surrogate.

H.

Green Point, L. Island, July 5, 1853.

To Capt. John Van Pelt,

Dear Sir: Your favor of May 30, 1853, is at hand, and as the mail steamer leaves to day I hasten to reply. My excuse for not having contracted sooner I here offer to you: When I first arrived here I found everything very high, and builders were afraid to contract; besides I think I have saved you thousands of dollars by the delay. I have this morning closed with the builders of the hull; I had eight specifications out, so as to be sure to get the cheapest one, and it took me some time to write out all the specifications, for I have made them very full. I send you a copy of specification, but not the contract; I will send you that next steamer. The contractors are now out to get the necessary security, but will not be in time for this steamer. I have, after waiting an answer from all, given the contract to the firm of Lupton & McDermot, the builders of the Eastern City, the boat we talked so much about.

I now give you the prices as I got them:—

Folks and Laurence	$34,000
Eckford and Webb	28,000
Terry & Co.	24,000
Wallack & Co.	26,000
J. English	24,800
G. Steers	25,000
Thomas Collyer	21,400
Lupton & McDiarmid	20,000

To be built as per specification, not including sails. Materials have fallen about as low now as they will fall, so I have this day closed the bargain.

In regard to the engine I have not yet concluded, but expect to to-day. Should I be in time I will send the amount of engine cost, but material has been so high that builders have taken more time to consider, and I have not got them all in yet.

The joiner work I have not yet given out, for I have been very busy making out the specifications for the others.

I find it next to impossible to make people believe that my boat is for Lake Ponchartrain, they all knowing I have before built for

Cala. We are to-day making the model, and if you say so I will send it out to you through the express.

I have also ordered the new cyl. for the Confidence, and will ship it as soon as done; it is making at the foundry of Hogg and Delameter, the original builders of her engine. I regret to hear that you was not so well after your Sacramento trip, and am pleased to hear of your improved health. I wish you would send me the daguerre of Miss Adelaide for me to have carved.

Please give my regards to Chenery and all the others, and to all the boys on board of the boats. I hope my selection of engineers meets your approbation.

When I have more time I will give you a description of the Ericson humbug, and also of the news of the day. You will see the best steamboat ever was built for the money.

In haste, I remain
Your ob't serv't,
W. W. VANDERBILT.

I.

Green Point, L. I., August 4, 1853.

Capt. John Van Pelt,

Dear Sir: Yours of June 30th, by D. Knight, Esq., was received August 1st, endorsing a draft for eight thousand ($8,000) dollars, making twenty thousand ($20,000) dollars received by me from you up to date on acc't of steamer.

Everything is going on finely. She is to-day nearly all in frame, engine is under way, and joiner work also.

The painting is not given out, for there was no hurry for it.

The ship carpenters all say I have got the cheapest contract ever made under the present prices of material, in fact all say that the parties doing the work cannot make wages, but that is their lookout. I have not the small boats under way yet; 4 of them, the laws say one of them, a metal life-boat. But I think they all four should be of metal, for you will want one for each boat to comply with the new law. I shall not order any until I hear from you on this subject, for you have not yet any life-boat in Cala. suitable, and the prices out there, if you had, would warrant my getting them here. Please write on this subject. Hair mattresses cost from 34 to 37 cts. per lb.; I have not as yet ordered them. Please inform me if you want a full stock of furniture, crockery, etc., if so, inform me at the earliest opportunity. I have not as yet used but 5,000 dollars, leaving a balance in my hands of 15,000 dollars, but shall soon use it up, for the time specified in the contracts for the part payments is nearly due.

I have deposited the money in the Am. Ex. Bank, subject to my order. In my last I informed you of the amount of the different contracts at present made $55,700. At present I am flush in funds, but will not be so long.

I also rec'd a letter from you about the Antelope's crank. I am surprised at the order, but still I have fulfilled it. In my next I will send you a bill of lading and what vessel. I tried to get it ready by this mail. The shop having his pattern was so full they could not do it, and would not lend the pattern. I had to have a pattern made. It is now cast, but has to be bored; I shall ship it as soon as done. The work of the Confidence is nearly ready. I shall try to ship it altogether.

I shall pay for the crank of steamer Antelope out of the funds in my hands belonging to you.

Since I have been here the Transit line has been several days in advance of the Panama line; sometimes this is important.

I learn from your last you was much better; I hope and pray you may continue to improve and to get well; it would afford me much pleasure to hear of your complete restoration to health. Daniel speaks of the complete success of the Antelope's speed, and of the other boats being nowhere.

Permit me to remind you the Antelope will be nowhere when the Adelaide comes! Those who have seen the model say it is the best they ever saw, combining all the necessary qualities. Please inform me about the Antelope. Burning coal for our boiler will be similar, only larger.

In regard to style of joiner work, I am getting up something that will take down anything here, and I think will suit you.

I shall write every mail, and hope you will do the same.

Respectfully your ob't ser't,
W. W. VANDERBILT.

K.

Green Point, L. I., August, 19, 1853.

Capt. John Van Pelt,

Dear Sir: Your favor of the 13th of July is at hand, and, as the steamer sails to-morrow, I hasten to reply. You must, ere this reaches you, have got my former letters, and of course are posted up in what I am about. I have rec'd from you twenty ($20,000) thousand dollars. I have made one pay't on hull and one now on engine, making $9,458 paid out by me up to date. I will soon make another pay't on hull and one on joiner work. I wrote formerly about the amount of contracts at present made, $55,750. I have not yet made a contract for painting. Of course you know about how much more I want for furniture, boats, &c. You will please keep me in funds only as fast as I want them. We have got the cy'l and bed plate nearly ready for casting; in fact, everything is now going on first rate. I have got your orders about the guard. I am pleased you sent it, for I like it much better. Everything shall be as you wish it. I think I know about what you want. She is now in frame and looks well. She is the best business boat ever built here or anywhere, either for New York or San Francisco.

Every person that has seen her says they should think she was just the thing.

The Antelope's belt will reach you with this, I expect, for it is made, and shipped by Wells and Fargo's Express. I have paid for it out of your funds. The receipt I will send to your clerk. The Antelope's crank I have shipped on board the clipper Wild Pigeon, to sail in a few days. The cy'l of the Confidence will go by the same vessel, but I have not yet got the bills of lading; perhaps will have them next mail. I send you the prices of the double engine light water boat:—

Hull of boat, 155 f't keel, will cost,	$ 6,500
Two engines, 24 f't cylinder, 8 f't stroke, one boiler,	15,000
Joiner work, as per specification,	4,300
Furniture about,	3,500
Shipping it out to San Francisco,	8,000
Cost delivered at slip tackles in Francisco,	$27,300

I have made out regular specifications, but did not think it worth while to send them until I heard further from you. You will of course inform me what is to be done about this boat.

In regard to the Adelaide, I can only say that everything is under way, and I believe right. I am pleased to hear you are so much better; I hope you will take care of yourself, and should be pleased to see you here, but if you come, take good care of yourself, and come soon, or you will have the weather too cold for you. It has been awful hot here this summer, as hot as the Isthmus, or raining like Cala. Last week 600 persons died from sunstroke. This week it has rained all the week, and now it is cold enough for Octo'r weather. I am sorry your clerk has so much to do that he cannot attend to your business. I hope you will give him some!

I was certain the Lope would come out right side up with that boiler and blower, &c. I am glad you changed off with some of them. I think I can see Don Carlos, after the Antelope come in at the dock, while he was waiting for the New World. You must have them all now where you want them.

I think your selection of H'y A. Birdsall for the engineer of the Adelaide, the best one you could have made, for he certainly has had enough practice to make him all he ought to be; and as you say, it is better to have a man acquainted with the travelling public. I will not forget the guards. The boat has been published in the papers as building for Lake Ponchartrain. This is as you wished it.

Please give my respects to all hands. Mrs. Van sends her best wishes for your health and happiness, and wishes me to ask you for her, about your lady-love, and also wishes to say she sends her love to Mrs. Van Pelt.

Please write every mail until you start youself.

From your obd't ser't,
W. W. VANDERBILT.

L.

Green Point, Sept. 4, 1853.

To Capt. John Van Pelt,

D. Sir: Your letter of July 26 date, was received by me on the 24 August. I was surprised that you had not heard from me by letter. I wrote you a letter about what I was doing, and explanatory of the two thousand dollars spoken of in your letter. It was my second letter to you, marked No. 2, dated June 20, 1853. The first one I wrote you was from Aucapulco, and this was the second. I regret your not having received it, for your letter seems to imply something wrong, and requiring an explanation. I can only say that I drew out two thousand dollars and put it in the bank in my own name for a contingent fund. I have since drawn the balance of the letter of credit, and placed back again in the Am. Ex. Bank in my own name. This enables me to draw on the bank any time, without my being obliged to go down to the bank myself.

I also received a draft from you for $8,000, and this I also deposited in my own name. This is as I supposed you meant it to be, and consequently I can see no wrong in it. I am surprised at your sending to me to send the contracts to you for approval, before closing them. Had this been your orders in the first place, I should have complied, certainly; but, on the contrary, you empowered me to do the best I could, and I have gone on and done it—and I trust to your satisfaction. It is now too late to recall what I have done. If wrong, I am very sorry, for it is farthest from my thoughts to wrong you, in thought, word, or deed. In regard to the contracts, they are as low as they ever could be made, or ever have been for the same size. You tell me, in this same letter, that for the engine, your ideas ranged from $22, to $25, and $28,000. The latter, however, you think large. You must have seen, before this reaches you, that the contract is made much less than your last-mentioned sum, it being $26,750; and this too, sir, for a very large-proportioned engine, and a boiler that I will warrant to carry all the steam we ordinarily want with a natural draught. In fact, sir, all the materials, when I closed the contracts, had fell as low as they would fall.

In regard to the hull, you say your ideas ranged from $35 to $40 per ton. Your boat will ton, as per register, 727 tons, being 240 feet on deck, 33 feet beam, 9 feet 13 inches hold—this bringing the price at about $27 50 per ton. This is from seven dollars and fifty cents to twelve dollars and fifty cents per ton less than your own estimate; consequently, I cannot have erred in making this contract.

Materials (with the exception of certain size chestnut) is as cheap as they have been or will be, for years. In regard to the joiner work, in a conversation with you while I was with you, you told me you thought it would cost from $8,000 to $10,000. You will see by the contract that it cost $9,000.

In your previous letters, you have given directions how you wanted her built, &c., and now, at this late day, after I have been here two months and a half, you write me to send information to you about what is the best I can do, and then you will know whether it is best to build or not. But it is too late now, for the contracts were made in good faith. I am very sorry it is so, but I thought I was doing right; and, from the fact of your having sent by me a letter of credit for $12,000, and of your having since sent me $8,000 more, and expressing a hope that I had not been distressed for want of it, I must continue to think you meant to go on and contract for the boat to the best of my ability.

I also rec'd a note from your agent in Cal'a, dated July 31st, five days after the date of your own, instructing me to stop everything as regards the boat contemplated being built by you and under my supervision. This, together with your own letter, seems to me to imply that you was not satisfied, either with my conduct or my honesty. Now, Capt. John, I have lived to be upwards of 40 years of age, without a blemish or stain on my character, and think I am too old to begin to play the rogue now. I have accounted to you in my previous letters, and will in this, for all the money expended and received by me, belonging to you. Your last order, through your agent, grieves me very much, for at your request I have contracted, in my own name; and now this places me in an awkward fix, for I am asked the reason I must tell them. But I hope, by next mail, to hear from you, and that you have received my letters, and that all is satisfactory.

Payments as made by me since closing the contracts:—

On hull, as per contract, July 13,	$5,000	00
" engine, as per contract, Aug. 11,	4,458	00
" joiner-work, as per contract, Aug. 23,	2,250	00
" hull, one half of 2d payment,	2,500	00
Am't paid out on acc't of new boat,	$14,208	00
For steamer Antelope's belt, as per acc't.,	87	88
" " " crank, " "	209	76
Whole am't expended by me for you	$14,505	64
Received from you	20,000	00
Balance due you up to date	$5,494	36

The second payment on hull, when I received your order to stop, and I put them off with one half of the second pay't. This they did not like; but I shall not pay any more until I hear further from you. It was impossible to get by paying this last pay't, for their work was so far advanced. You will see that all my contracts were made with new beginners, and was made cheaper in consequence, and better, for they want to put their work forward as a pattern, and to establish a reputation. The engine is one of the strongest ever built of the same size cyl. The hull is taken very cheap, but is well done as far as gone, and will be finished well and strong. The joiner-work, also, is cheap as it can be done for, and will be the best work done in the city for a long time.

I regret to hear through your agent of your change of mind about your coming home. I wish your health would have permitted you to come, for then I know you would be satisfied in what I have done; but I shall hope for the best.

I send inclosed the bills of lading for the Antelope's cranks and receipts. You will see by this, and by the receipt for the belt, that I have taken care that you should have all the benefits of cash payments, as you will see by the discounts for cash, &c.

In consequence of being detained by the foundry, I have not been able to ship the cylinder of the Confidence in the same ship with the crank, for the ship filled up so fast they would not save the room. She is said to sail to-morrow.

I have shipped this cyl. in the clipper Pampero, to sail in a few days. Should you insist on my fulfilling your last orders, through your agent in your next letter, I will have to await further orders from you; and should the parties want their money, or damages for detention, I will perhaps be obliged sell her to the best advantage.

With best wishes for your health, &c.,
I am your ob't serv't,
W. W. VANDERBILT.

M.

Green Point, Sept. 19, 1853.

Capt. John Van Pelt:

D. Sir: Your letter dated Aug. 12th is at hand, and I see that you had got my letters, and that you was satisfied with what I had done. I am glad to hear you was so much better. There appears to have been some mistake about the carpenter's contract. You say that my letters spoke of having given it to Webb. This, you have since seen, is not the case. I think with you, there is no such difference in the builders. If there is a choice I prefer the present builders, for I think them as competent as any person here. The work is certainly as good as ever was done in any yard in New York: and she is the prettiest boat for us I ever saw, not too sharp, but sharp enough.

At present, we are not hurrying the hull. We have her all in frame, and the kelsons all in, and also the bilge streak. Since I got your last letter, we have gone on again with the work. I will have small spangings under the after-guards as you desire. You have, of course, got the contracts before this time, and of course, know how much more money I want, or near it, to complete her.

I expect not to pay out the remainder of the money I have of you, to the parties of the first part; and I hope the next mail will bring me word from you, and a draft for more money; also, about how you like the contracts, &c.

I shall launch about the first or middle of November. In consequence of the length of time it takes to get word from you, it will be necessary for you to say in time what you want me to do about sending the boat out.

Have you got a Capt. for her, to take her out, or shall I hire one here; and if so, have you any choice of men here? Shall I insure her before she starts, or not; and if so, to what amount?

Do you intend me to go around with her, or not; and in whose name do you want her papers from the custom house, &c.? All of the above are questions that become necessary for me to ask you about.

The cyl. of the Confidence is shipped on board of the clipper ship Pampero, to sail as soon as full.

I hope this finds your health restored to you, and I sincerely hope it may continue, for without it life must be a burden; and if the prayers of an outsider like myself could avail anything you should have been well long since.

George Birdsall has called on me to say he had left the Antelope, and that he left her in good order. Do you want him to have anything to do with the Adelaide?

Mrs. Van. sends her best wishes for your health, and hopes to hear from you; also from Mrs. Charles Van Pelt. I also send a letter to Mr. Chenery about the cyl., and inclosing the bill of costs, &c., for the Confidence.

I remain your ob't serv't,
W. W. VANDERBILT.

N.

Green Point, Oct. 4, 1853.

To Capt. John Van Pelt,

Dear Sir: Since my last letter to you, dated Sept. 19, I have not rec'd any word from you. One line of steamers has arrived, but did not bring any word from you. Perhaps I will get word by the mail line. It has not yet arrived in consequence of the steamer Georgia having sprung a leak in a gale of wind, and put back to Norfolk; and they had to send another steamer after her passengers, and take them to Aspinwall, and then bring home those that left California on the 1st Sept.

My last letter from you was dated August 12th; this I answered on the 19th Sept. I am still going on, but am now without funds. Of course, before this you have all the contracts before you, as far as made, and know how much money I want to finish her. Below is a list of pay'ts as made by me up to the present date:—

On Hull,	$10,000 00		
" Engine,	7,000 00		
" Joiner work,	2,250 00	$19,547 64	am't p'd out.
" Antelope's crank,	206 76	20,000 00	" rec'd by me.
" Belt,	87 88		
		$452 36	Balance

due to you to date. By this you will see that I have paid out all the funds (or nearly), not having enough on hand to make any one payment. But I have hopes yet that the mail boat will bring me some funds.

In regard to the boat, I can only say that everything is going along as well as could be expected. I have been down east to see the Eastern City, the boat with a plank and arched frame. She is a fine boat but not what we want. She is too sharp for us. I went more to see her frame than anything else, but it is not what we want. The arch is right, but it must be made of solid timber. It so happened that it blew a gale of wind when I was on board of her, but I assure you it is not the thing to trust to, to come around with. I am having a good and strong frame put in, made of solid timber and in the arch principle. I expected to have heard from you about the furniture, &c., lifeboats, &c., before this. I hope you will bear this in mind. In my last, I asked for information about a Capt. to take the boat out. I have had several applications for her, but could not give them any answer until I heard from you. How much insurance (if any) do you want on her? Enclosed is the second bill of lading for the Antelope's crank. I sent the first in a previous letter.

The cylinder for the Confidence is shipped on board of the clipper ship Pampero, to sail to-morrow. I have sent the bill of lading to Mr. Chenery by letter. Please write me as full particulars as you can about what you want for the Adelaide, and at as early a date as possible. With the best of wishes for your health and prosperity,

I am your ob't serv't,
W. W. VANDERBILT.

Mrs. Van. wishes to be remembered to you. W. W. V.

P. S.—Crescent City steamer has arrived, but no word from you. I am very much surprised at this. Yours,
Oct. 5. W. W. V.

O.

Green Point, Oct. 19, 1853.

Capt. John Van Pelt,

D. Sir: In consequence of some misdirection of your last letter but one, I did not get it until the day after the steamer sailed. I found them advertised in the paper of 6 Oct. I found they came by mail, instead of Wells, Fargo & Co.'s express. Please have directed as formerly by express. I will now proceed to answer your letter dated Sept. 1, 1853. I am hurrying the boat now as fast as I can. I shall not be extravagant in the finish, but as the contracts are made, I shall see that they are fulfilled. I received a letter of credit on Chenery & Johnson for $10,000, a part of which I have used. A boat, 120 f't long, 22 f't beam, and 5 f't hold, built as light as possible, with beam engine, 20 cyl., 8 f't stroke, will cost as follows: hull, $3,500; 28 cyl. 8 f't stroke, $7,500; joiner work, $800; freight at the rate of 70 cts. per foot, 1,800; making the whole cost at the ship's tackles, $13,600. Had I got the letter sooner, I should have answered this last steamer. I have now your answer in regard to the engineership: all right. I rec'd by Capt. Vail your letter of date Sept. 13, through your agent Mr. Payson. In regard to the joiner work, I have got it as light as it will do to have it; it will also be plain and neat. I will also bulkhead lower cabin tight for furniture. Forecastle has berths for 14 men. I will also have tanks under engine for water. I will also bring out a joiner and also a carpenter. In regard to my writing or talking about the boat, I have never wrote to any one about her but you, except to D. Knight, who I supposed was in your confidence and knew enough to hold his tongue. But scarcely a person comes from California, but seems to have got his information there. Mr. Pop Greene has been here to see the boat, and will not believe she is for Lake Ponchartrain. I expect he keeps Mr. Hunt posted up about her, and Mr. Hunt his friends in Cal'a. I know no other way it got out. In my last, I informed you I was out of funds; since then I have the letter of credit for $10,000, and I have drawn on Chenery and Johnson for $6,000 as per letter of cr. I have now paid out as follows: on hull, $10,000; on engine, $10,458; on joiner work, $2,250; making in all, $22,708, up to date. For Antelope's belt, $87 88; for Antelope's crank, $209 76; whole amount paid out, $23,005 64. I cannot possibly get her ready to sail before the middle of January, 1854, but will hurry her now all I can.

I regret to hear of your continued illness, but hope this reaches you you're better. Capt. Vail has arrived, and has been to look at the boat, and is highly pleased with her, and expresses himself agreeably disappointed. She is a beauty. I send the model this mail. I have been waiting for an answer from you about it, but Capt. Vail says you are anxiously looking for it, and you shall not be disappointed.

With kind regards to Mrs. C. Van Pelt, I am, respectfully,
Your ob't serv't, W. W. VANDERBILT.

P.

New York, July 5, 1854.

Capt. David Van Pelt,

D. Sir: Your favor of the 29th May came to hand a few days ago, and I hasten to reply. It was always understood that it was your wish that the boat should be sold. I was willing she should be sold, provided my claim was settled.

Capt. Vail has since paid it, and I have passed everything over to him, and have nothing more to say about the boat. Your letter is surprising, when you must know I had not the power, if I wished, to bring her out. Besides, how can your interest be insured, when there is no money here for the purpose. They charge 25 per cent. to insure her to arrive at San Francisco. All the money here has been expended, and the boat must lay here and wait for funds. But I shall come out next steamer myself and see you, but I have nothing to do with her coming or stopping.

Mr. Mathis was here to see me about the boat. At first he said she should be sold for the benefit of the heirs, &c.; for he would administer to the heirs' interest here, but afterwards concluded he would come out himself. He sails to-day. I understand, of course, you will be here. The cause of delay was from an uncommon hard winter up to the orders for selling. After that I did not hurry, for I thought if parties purchased, they would want her altered perhaps.

Certain it is she cannot come until more money is sent here to get her out. She has now cost $90,000, as she is now. I have turned over to Capt. Vail all the papers, &c., and wash my hands of her. She has been a source of trouble to me ever since she began.

Please remember to all inquiring friends.

Respectfully yours, W. W. VANDERBILT.

R.

New York, July 20, 1854.

Mr. Wing,

Dear Sir: On the receipt of this you will have seen Mr. Mathis, and of course he will explain matters.

In regard to the boat I have only to say, I have done my best to get the boat to Cal'a. But as the boat was to be sold, I objected to her sale until my claim was satisfied. By doing this they might sell, as I could not prevent it if they paid my claim.

I am sick and disgusted with the enterprise. It has been nothing but delays and trouble since the commencement.

In your letter of June 16, you speak of another person to bring her out. The facts are these: I have had expended $68,000 in the building of steamer, with the exception $20,000 rec'd from D. Knight by me from Capt. J. Van Pelt. I have rec'd the balance from Mr. Chenery of $10,000. All the rest from Capt. D. P. Vail, making $68,000 in all. Capt. Vail has expended the rest for furniture, etc. I have delivered to Capt. Vail a full acc't of my expenditures since I commenced. He informs me he has not any more funds than will pay off her bills.

You speak of my insuring your interest. They want 25 per cent. to insure her; besides I have not any money; all the money I have had of late has come from Capt. Vail in small am'ts, as I had them to pay out.

Again, there must be a contingent fund of at least $20,000, to pay her expenses around. Now where is the money to come from? I myself regret the termination of this enterprise more than any other person; but as you have commenced quarrelling, you must settle yourselves this matter, for I am out of it, Vail having paid my claim and took entire charge.

Respectfully yours, W. W. VANDERBILT.

S.

(Copy left with J. W. Odell, at the Custom House, 22d June, 1854. See Reg'r, 5, p. 96.) H. SMALES.

111 Broadway, New York, June 22d, 1854.

To the Collector of Customs of the Port of New York:

Sir: On behalf of the representatives of Capt. John Van Pelt, who died in California on the 29th Sept., 1853, we beg to notify you, that he was at his death owner of $\frac{13}{20}$ths of the steamboat "Adelaide," lately built in this city, and that the proper measures are now being taken by the representatives of Capt. Van Pelt to obtain letters of administration to his estate from the surrogate of this city. And on behalf of Capt. Van Pelt's representatives, we have to request that the said steamboat may not be registered or enrolled, or any transfer thereof entered at the custom house without notice to us, as attorneys of representatives of Capt. Van Pelt.

The steamboat "Adelaide" was building at the time of Capt. Van Pelt's death, and we are informed is now ready for service.

Yours respect'y, BUCKHAM & SMALES,
Attorneys for the representatives of Capt. Van Pelt.

W. No. 1.

San Francisco, May 30th, 1853.

Mr. Vanderbilt,

D'Sir: Mr. I. Chambers has not returned from Navad, and I can't get the letter of credit until he returns, which will be in a few days—I hope by the time the next mail. I will rite by every first and fifteenth of every month. Van, be carful I leting anybody know what the boat is for but lake ponchatrain. You will do the best you can in making the estimates. You must look out for the cost of her, and bild her cheap and good, and sea that you have everything specified in the contract, sow they is none extry's bill. I will sea that

P.

New York, July 5, 1854.

Capt. David Van Pelt,

D. Sir: Your favor of the 29th May came to hand a few days ago, and I hasten to reply. It was always understood that it was your wish that the boat should be sold. I was willing she should be sold, provided my claim was settled.

Capt. Vail has since paid it, and I have passed everything over to him, and have nothing more to say about the boat. Your letter is surprising, when you must know I had not the power, if I wished, to bring her out. Besides, how can your interest be insured, when there is no money here for the purpose. They charge 25 per cent. to insure her to arrive at San Francisco. All the money here has been expended, and the boat must lay here and wait for funds. But I shall come out next steamer myself and see you, but I have nothing to do with her coming or stopping.

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Van, remember me to Mrs. Van and Capt. St. John, tell him i am a coming.

Your afect. friend,
JOHN VAN PELT.

Vanderbilt, In regard of wat we taked about the Confidence having a new Silender whe have come to the conclusion to cut hir in too and put the new silender In her; sow you will please to order it. I will send your order on Chenery & Johnson Water Street, N. York.

Yours truly, J. VAN PELT.

W. No. 2.

San Fran'co, June 30, '53.

W. W. Vanderbilt, Esq.,

Dear Sir: Enclosed please find a draft payable at sight, drawn on "American Exchange Bank," New York, for eight thousand dollars. I hope it will reach you before you have felt any serious need of it.

We shall hereafter send all our money in this way. I have sent the first of exchange via "Panama," with an accompanying letter, which will give you more particulars than I have time to repeat in this. Write every mail, tell us how you are getting along, and what you want us to do. Everything here about as usual.

From yours truly,
D. KNIGHT.

W. No. 3.

San Fran. June 30, 1853.

Wm. W. Vanderbilt Esq.

Dear sir: Enclosed please find exchange on the "American Exchange Bank" N. Y., for eight thousand dollars, which I hope you have not needed before this. The only cause for the delay was Capt. John's illness, and the inability of any one to act for him in the matter, and as he was in the country it was impossible to get it done. We have concluded not to get another letter of credit, but to purchase the drafts each time for what you need.

I hope you will not fail to write every mail, as we want to know how you get along, and how much money you want.

I shall send the second of exchange by the Nicaragua route, which will doubtless reach you before this does.

The Antelope is running all right with the new crank. The Senator and Confidence aint anywhere, and *and* next week we shall change days and give the "New World" a turn; of course we think we shall beat her. I shall write another letter to you about another crank. George promised to give me the dimensions, but has failed to do it, and I shall have to get them to night after the boat gets in.

The great subject for consideration seems to me to be Capt. John's health. He had a very hard turn about 10 days ago, and it seemed for a few days that he could not rally again, but now he is again quite smart, so that he can walk out doors and feels quite encouraged.

He has been at Sonoma nearly a month, and will not come down at present, as the weather here is very bad this summer.

I have been up to see him this week, and have got my steamer work all behind hand, so I cannot write much this time.

Excuse haste, and believe me as ever,

Yours truly,

D. KNIGHT.

W. No. 4.

Sonoma, July 13, 1853.

William Vanderbilt,

D. Sir: I have got once more smart enough to drop you a few lines. I am in a fare way to get well now, and hope that I may. I have bin absent from San Francisco ever sense you left for home. The Sacramento trip liked to have finished me. I got the fever agur up there and the dierear, which I have gest get clear of. I supose you think queer of my not writing and sending the letter of credit. They was little too nice, and I told them I did not want any. I ask now favors of them. I paid for wat I got, sow I shall send the draf. You have twenty thousand dollars in the letter and draft, and will wate until I hear from you to now how contracts is, and then I can now what I have to send in each draft. Everything has went head over heels sense I have bin away. My smart clerk has not collect the first dollar. He has sum seven notes that fel in May and June and he dont collect. He has sow much hard work that he hasent time. So thing goes. Van, the belt is trubling them again. I want you to have one maid and sent out by Wells Fargo, as soon as posabel. We put the New World in contact with the Antelope, and she pas her easy. On the forth they sed they had now cole as usual, sow I shifted the Antelope days. On the New World, the fust nite out the Antlope started behind the World and Hunt, all with freight and passengers. They all had full load; the Antlope had 100 passengers the most, and thirty tuns of fraight the most. She pas the pare before they got to Read Rock. Beat them easy coming down. The all swung around together, the Anty in the midd, but sune jump out ahead beat the World twenty-nine minutes from Sac city to San Francisco. She was down ther five minits past eight, and had head tide from Sea Island to San Francisco. This scart them all. They want to put a bigger silender now. Van, I have altered my mind in regard to those gards aft on the Adlaide. I wish you to hav them just like the Senater aft; they project three feet from the hul to the outside of waring peace. The deck frame runs out two foot and six inches and away under every one; thin you can finish that part of the boat, and if whe want to alter it it can soon be dun, and she will be great deal better that way; put the bulkhead six feet aft of the weal, at the botum. We sent the Tom Hunt to Sandago, and took her guards all up; that is the plank, and left the frame, and it was wars than if they had not bin touched. She wold role the water, wold cech them and hold her down, and they like to lost her. They com back and cut them of, and now Capt. Hilyard sais that she is a better sea boat than the Sea Bird. I supose you saw that buly Rite lost the Sea Bird. He went to reck a ship, and anchor his boat close to a reaf with one anchor and let her drift ashore on the reef and pound her bottom out. The Tom Hunt is running in her place and is a trump. Plas is a Ingnus. Van, I supose you know how Minturn served Will Birdsall, and avert he had to down easters to come out hear and run the boat, one 200 and the other 150. Will Birdsall has been runing the Fred Blade. I shal bring him home with me to com out in the Adlaide. I hope you will aprove of it; he is a good man and has com round with a boat, and that is a great deal, and he is well liked hear by every one, which has a great deal to do with passengers to be acquainted with the Californians, and I wold prefer him in preference to anybody els. I hope you wont forget those gards. You must now how the Senater is. I send you a idea of them. The rails and bulwarks wants to be finish to stay those. She never will pick up water aft. Van, give my love to wor wife. I am tired out so I must quit. Go on easy; dont drive things too fast.

Your friend truly,

JOHN VAN PELT.

W. No. 5.

San Frs'o, July 15, '53.

Mr. William W. Vanderbilt—

Dear Sir: Enclosed please find a letter from Capt. John, which I received this morning, with a request to forward to you. By last mail I sent you a draft for $8,000 (eight thousand dollars), which I trust will have reached you ere this. There is but very little going on here by way of news. Business of all kinds is very dull.

I suppose Capt. John has told you all about his health, and all about steamboats, so my writing would be a repetition. Everything is going right, as far as I can see, and I think "the country is safe."

Hoping to hear from you soon, I am as ever,

Your's truly, D. KNIGHT.

W. No. 6.

Sonoma, July 26, 1853.

W. Vanderbilt—

D. Sir: Your draft for two thousand I received, but did not hear the first word from you sense you left Panamar. You must had time to rite, but your letter mite got misleaid. It seam strange that a draft shold com and now letter. Vanderbilt, sense you left, I sea that every has advanced one-third in steamboat materials. If this is the case you won't make any contracts until you inform me of the best you can do, and I can tell whether it will do to bild or not. This mail must bring a letter from you. I can't do anything until I hear from you. Your's truly, J. VAN PELT.

You now what my vuse was about the price the engine and hull wold cost, from thirty-five to forty per ton, and engine from 22 thousand, 25 thous., 28 thousand. This is larg.

W. No. 7.

San Fran'o, July 31, 1853.

W. W. Vanderbilt, Esq.—

Dear Sir: I am requested by Capt. John Van Pelt to write you that on account of his extreme ill health he will not be able to visit New York, as he intended when you went away; and he wishes everything stopped as regards the steamboat contemplated building under your supervision.

I have just been out to see him at Nassa, and returned just in time to place this in Express. Capt. John has appointed me agent of his affairs, and st. "Antelope," in place of Mr. D. Knight. Excuse this scrawl. Yours, &c., H. R. PAYSON.

I send a letter from Capt. John, of prior date, by same express.

PAYSON.

W. No. 8.

Benecia, August 12, 1853.

W. W. Vanderbilt—

D. Sir: Your letter came to hand by last mail. I am glad to see that you had started the boat; but I can't see why you should give eight thousand dollars preference to the builder. I hope this will not be the case with the engine. I do not consider that there is any such difference in builder and engine builders; but I hope your next letter will explain all, and that you will have som reason for this. The reason why you had orders to stop the boat was because I was very low, and had some doubts of my recovery; but the doctors think I am improving, and in a fair way to get well, and I wish you to proceed with the boat and see that everything is done in the proper manner; and you can't be too careful to watch to the ship-carpenter; but the engine I will leave to you. Vanderbilt, I wish you to have her guards finished aft same as the Senator's; then you can finish all your joiner's work aft complete. You must have small spannings aft under her guards, that is the way the Senator's was fixed. It would be to risky to send her to sea naked guards, as we talked of, for when she rools down in a heavy sea it would injure her very much. We have seen the experiment tried here with the Jan Hunt. We took all her deck plank up, and left her guards naked with inside bulwarks, and sent her to sea, and came within an ace of loosing her; that she did not get five miles to sea, her guards would roll under, and the sea would board her fore and aft; so you must abandon that idea.

You must make the payments as easy as possible and as far apart as you can, and I am in hopes I shall hear from you every mail. So far I have been disappointed.

Yours, respectfully, JOHN VAN PELT.

P. S.—In future you will get no more letters of credit, but will send you drafts as soon as I hear from you, so I can now how to send them, which I expect next mail will bring me news, that I may now how to send. Your last letter did not mention how the payments were. JOHN VAN PELT.

W. No. 9.

San Fra's, Sep. 1, 1853.

W. W. Vanderbilt, Esq.—

D. Sir: I wish you to proceed with the boat as fast as possible; that is, the hull, engine, and joiner's work. Do not purchase anything for the boat. Capt. Vail will start for New York by the steamer of the 15th, and I will buy her outfit with your assistance. Don't be to extravigant in the finish. We want no extras. I send by this mail a letter of credit for $10,000. Capt. Vail, on his arrival, will explain the arrangement for the balance of the money needed.

I wish the bill of sale to be made, for D. P. Vail $\frac{10}{20}$, R. Chenery $\frac{4}{20}$, R. M. Jessup $\frac{3}{20}$, W. W. Vanderbilt $\frac{2}{20}$, and Frank Johnson $\frac{1}{20}$. I wish you to have the boat painted with three coats and plain, no fancy work.

The lower saloon will be of hard wood and polished. I want no extra work done, but everything to be plain and neat; and the furniture, also, neat and plain.

I want you to see what a boat 120 feet long, 22 feet beam, 5 feet hold, and to be built as light as possible, beam engines, 20-inch cylinder, 8-feet stroke, joiner work, promenade deck, and wheel-houses, can be got up for and shipped. Let me know as soon as possible.

I have nothing now to do with the Union Line. Therefore you want no chief engineer, as you will run the boat yourself; but get the best man you can for the second.

I remain very truly yours,
JOHN VAN PELT,

W. No. 10.

San Fra., Aug. 14, '53.

W. W. Vanderbilt—

D. Sir: I wrote you p'r last steamer through Wells, Fargo & Co.'s Express, by Capt. John's orders, to discontinue for a while building the steamboat. Since then he has changed his mind, and has told me to countermand my former letter. I send you by same express a letter from him, which, presume, will be more definite.

I notice in your letter that you say you have made the contract with McDermott, whose bid was 20,000; but the contract is with Webb for $28,000, and you assign no reason. This has bothered Capt. John not a little.

Presume he has given you a full account of his health, &c.

Resp'lly yours, H. R. PAYSON.

W. No. 11.

San Francisco, Sep. 13, '53.

W. W. Vanderbilt, Esq.

Dear Sir: Your letter of Aug. 4 to Capt. John Van Pelt is rec'd, and I am instructed by him to send the enclosed memorandum of articles wanted for the st'r "Adelaide," and to write as follows:—

He wishes you to be particular and not get the joiner's work too heavy. A plain and neat finish will suit him best. The lower cabin aft to be finished from the stern post to the bulk head that forms the ladies' cabin on deck, and across bulk head diagonally built, so that no dust or air can get strength.

This portion of after cabin is to stow mattresses, crockery, &c., in, which will help keep boat in trim.

The coal will stow against the aft bulkhead, forecastle to have 14 berths. Have 2 large water tanks put down under the engine.

He wishes you also to have a ship-carpenter and joiner to come out in her. He will send them back and pay them fair wages, or they can remain here if they choose.

He says also write, that you are not to know that he has any interest in the boat, and that you must be more particular in talking and writing about her and her destination.

15th. Since writing above, have concluded to send the mem. spoken of by Capt. D. P. Vail who will attend to it.

Yo. resp'ly, H. R. PAYSON.

T.

New York, July 5th, 1854.

R. Chenery, Esq.

Dr. Sir: Yours of June 1st is at hand, and contents carefully noted, in which you seem surprised and disappointed that the Adelaide remains unsold, at the date of mine of April 20th. In my last I wrote you of the probability of closing the whole affair, and supposed I had warrant for what I then said, yet I must say another disappointment was the result, and the boat remains to-day, as for the last six months, on our hands. In fact, until the receipt of your last letter, I never felt at full liberty to sell, as it could be done only by consent of Mr. Vanderbilt. Now he has no further objections to transfer, as you have authorized me to settle with him for his services and money advanced for his interest in the boat.

Steamboats are hard property to dispose of when one is axious to do so, and especially when there are restrictions upon the purchaser as to what disposition he must make of her. Money, too, is tight, and has been for a long time worth from $\frac{1}{2}$ to 2 per ct. per month, in the street, and hard to raise a large sum, in cash, for a big transaction. Since my last, there has another difficulty arisen in shape of opposition of the heirs of the Van Pelt estate, to a sale being made. I wrote you of a Mr. Mathis who you will probably soon see in California, calling upon me just previous to the last mail day; he is the husband one of Capt. John's sisters, and acting for her and the others. Mr. Wing and David, from San Francisco, have written him long letters, in which they make no hesitation in saying there is a wrong intended toward them in winding up the affairs of the estate; and that as they represent $\frac{13}{20}$ of the boat, forbid her being sold or being removed from where she is until a settlement is made. The parties in California want her there to dispose of her to other parties or to run opposition to be bought off. They swear she shall never go into the association; and Vanderbilt received a letter from David, last mail, a peremptory order to make no delay in starting her off and then after her arrival there, they would talk too. They all evidently think Mr. Janes and yourself are trying to defraud them of their property and rights, and that I am a tool in your hands, though I don't see how they can place me in such a position. I said to Mr. Mathis I could not recognize him as having any power to dictate to me, and furthermore, would not. If there was anything wrong he must settle in California. I believe he is about starting for there to see what he can accomplish. You write me to make no longer delay, if the Adelaide is not sold, or any prospect ahead, of making a sale, but to start at once for California, at the same time urge me to leave no stone unturned to sell her, and also to employ other parties, if necessary, to do so. She cannot start for there at present, for lack of funds to get her there now that Vanderbilt claim is to be paid here, which was not intended in the first place, it takes somewhere about $10,000; there is my own also, as I would not like to start on such a voyage unless squared up, as we don't know what might happen. You will see by the statement the boat has cost much more than was anticipated by parties in California; and after fitting her out for the voyage, advances to the crew, insurance, &c., and at least $15,000 in cash for her expenses on the way, leaves us short of the ready fund, she must remain here until sold, so far as I can see to the contrary, which I will try to do. It is a difficult matter to sell a piece of property for a large sum, when money is as tight as it has been here for months, and tie purchaser down as to what he may do with the same afterwards; and this I find the most difficult thing of the whole to get over, selling under restriction. Mathis insists she shall remain here until he goes to California, and if the other heirs are disappointed, the blame must fall on him, though I shall not stop trying to find a purchaser because he says so. That he must arrange with you.

I heartily wish the whole thing was off my hands, as it has been nothing but one string of annoyance from beginning to end, and if the final determination is to go out, some other than myself must do it.

I can't serve two masters, and from the appearance of things now, the Van Pelt interest wishes us no good, and they desire she should go there for no other purpose than to sell out their interest to other parties, or run opposition on their own hook. That you care anything about the delay, I don't suppose, further than making a close of the affair. It is better, under the circumstances, she should be anywhere than California. Under the circumstances, I wish to be relieved, as I have intimated before, from the boat, after a sufficient time has elapsed to make other arrangements. The boat will be insured and taken care of, though her expenses will amount to some $400 per mo. for insurance and keepers. Vanderbilt thinks of returning soon. Martin I saw a few days since; he did not start for California as he told me he intended to when he called on me last. He is a strange fellow, and I hardly know what to think of him, and am very glad our acquaintance went no further. The Bay City was still at Pernambuco, on the 20th May. The Surprise started on the 16th June for San Francisco. Regards to all.

Very truly yours,

(Signed) D. P. VAIL.

P. S.—In the statement I send, you will find included all the money disbursed for other purposes than the use of the boat; also the claims for services for Vanderbilt and myself, showing the whole thing after a settlement is made with Vanderbilt. I will send on all the different items as they are shown in the vouchers. Messrs. Chenery & Son, I suppose, will write you also. They draw on you for $5,000 this mail. I hope to God I may yet find a purchaser for the boat; it is the easiest way of settling the affair up.

W.

New York, July 5th, 1854.

R. Chenery, Esq.—

D'r Sir: Since my letters were mailed, Mr. Mathis has formally forbid me, in the name of the heirs of John Van Pelt, to sell or take the Adelaide out to California; and, as he leaves here to day, you will see him and arrange matters between yourselves. As I have stated, there are not funds enough to undertake the voyage, after all claims are paid against her. She will probably remain here until further action is taken on the subject. It is a very unpleasant business for me, and as I have no power of attorney from the heirs, I am told if I sell, I lay myself liable to difficulty afterwards. I want to do what is right to all parties concerned in the matter.

Resp'y yours, in haste,

Signed D. P. VAIL.

V.

Bills Unpaid.

Due for furniture and upholstery,	$5,000	00
" sails,	300	00
" plate and crockery,	900	00
" looking-glasses,	137	00
" insurance,	1,300	00
	7,637	00
Am't disbursements other side,	76,396	55
	84,033	55
Due W. W. Vanderbilt for advance interest and services, about	10,000	00
Due D. P. Vail, salary and expenses,	5,000	00
	$99,033	55

Dr. *D. P. Vail in acc't with Steamer Adelaide and Owners.* Cr.

Date			
1853			
Oct. 10.	Cash per W. W. Vanderbilt,		$30,000 00
" 25.	" from Chenery & Johnson,		5,000 00
Nov. 18.	" " "		11,000 00
Dec. 2.	" " "		500 00
" 15.	" " "		1,000 00
" 20.	" " "		500 00
1854			
Jan. 6.	" " "		5,000 00
Feb. 10.	" " "		5,000 00
" 26.	" " "		200 00
Mar. 10.	" " "		5,000 00
" 29.	" " "		5,000 00
April 28.	" " "		3,000 00
May 6.	" " "		2,000 00
June 2.	" from Chenery & Son,		3,000 00
" 8.	" " "		500 00
" 23.			3,000 00
" 29.			5,000 00
			$84,700 00

Date			
1854			
Ap'l 7.	By cash Lupton & McDerman, builders of hull, $20,000; extra work, $117 91,		$20,117 91
"	" Guion, Boardman & Co., engine,		26,750 00
"	" " " extras,		2,119 63
"	" use Sickel's cut-off,		150 00
"	" P. Haulenbeck, joiner work,		9,000 00
"	" " extra work,		643 74
"	" R. Squires, painting,		1,700 00
"	" " extras,		56 52
"	" other bills of sundries: riggers, blacksmiths, coppersmiths, brats, belting, boilers, blockmakers, &c.,		6,309 90
			$66,927 70
	Other Disbursements.		
	By cash p'd acc't st'r Antelope,		297 64
	" Thos. Gale,	250 00	
	" Chas. Chenery,	50 00	
	" D. Van Pelt,	1,000 00	
	" life-preservers for Cal.,	183 60	
	" furniture and upholstery, on acc't,	4,550 00	
	" boats for Cal.,	648 00	
	" crockery and plate, on acc't,	500 00	
	" sails, on acc't,	500 00	
	" ship chandlery,	1,475 23	
	" advice and advertising,	14 38	
			9,171 21
	Bal. cash,		8,303 45
			$84,700 00

X No. 1.

San Francisco, June 16, 1854.

Wm. Vanderbilt, Esq.—

D'Sir: At the request of Cap. David Van Pelt, I write you relative to the Adelaide. By the last steamer it was understood (and so Mr. Chenery states since), that he did write Capt. Vail to start immediately with the boat for this place. Last night they called upon Capt. David to sign a power of attorney for Capt. Vail to give a bill of sale of the boat; and fear you have not yet left, this is simply to advise you that the boat is not be sold in New York, but to come here, and hope if you have not left when this reaches N. Y., there will be no longer delay there. If Capt. Vail does not want to bring her out, you will have to employ some one to bring her. Should you get a good competent man, and hope you will have a quick passage out. Should this letter find you there, please write us fully before starting, all your arrangements. Capt. D. wrote you fully last steamer relative to insuring, &c., and expect Brayton will come with you.

Respectfully yours,

S. WING.

X No. 2.

San Francisco, May 29, 1853.

Friend Van.—

Dear Sir: Last Feb'y the owners of river steamboats here formed a company, selling their boats to this company, and taking stock for them. I consented that the administrators of my deceased brother's estate should sell to that company what interests his estate held in the boats here. I also consented that they might sell the new boat Adelaide, in New York, restricted not to come into the waters of California; returning all the money the estate had paid, with 3 pr. cent. pr. month interest thereon, until paid back. Mr. Chenery was to write Capt. Vail on the 1st of March (which he did), directing him to sell the boat for not less than a certain price, bonds to be given by the purchaser that she should never come into the waters of California, and if after trying a reasonable time to sell he did not succeed, to bring her out here. This letter of instructions, Mr. Chenery says left here the 1st of March, and would reach Capt. Vail the last of the same month, giving him five or six weeks to try and make sale of her, before she would be finished and ready to leave; if not sold, I supposed you would leave for this place the earliest moment she could be got ready, as Capt. Vail would have ample time to sell if it could be done under the restrictions, which I told Mr. Chenery at the time I doubted, and it was understood that the boat should not be delayed after she was finished to effect a sale (and here I must say you was much longer in finishing her than I anticipated when I left New York). I was not a little surprised to learn from a letter from Capt. Vail to Mr. Chenery, by the last mail which left New York, April 20, that the boat was completed, not sold, and waiting to know what to do with her; it seems there must have been some misunderstanding on the part of Capt. Vail of Mr. Chenery's instructions, or Mr. Chenery did not instruct him as he told me he did. As to the sale of the boat to the company here when she arrives, we are under no obligation, so far as the interest of Capt. John's estate is concerned. Mr. Chenery proposed selling her to them if she got out safe at her bills and int., throwing all the expense of insurance, hazard and risk of getting her here, on to the present owners; that I objected to, and told him I preferred her coming out if she come, as the property of the present owners, so far as the estate was concerned, to do with her if she ever got here, just as we pleased. I think it is for your own as well our interest that she comes, as the payments by the administrators show as paid for the estate $\frac{13}{20}$. I wish her insure in that proportion for the benefit of the heirs, unless you should insure Johnson's for his benefit; for in this $\frac{13}{20}$ I presume is included yours and Johnson's interest; perhaps it had better be insured for the benefit of the heirs, as $\frac{13}{20}$ of the money paid for the cost stands charged to them here. We can settle the proportion of insurance between Johnson, yourself, and ourselves, and I wish to understand with you that our interests are mutual, and I want to act in concert with you for our mutual benefit; let me know by return mail what time you will start, and the reason why she has been so long delayed since she has been completed, who the parties are that have been trying to buy her, and all that you think would interest me about her. I can find out but little here, and am quite dissatisfied about her delay. I hope in the fitting out, everything will be furnished that is necessary to have her fine and complete in every department; insure for the estate as near the cost as the company will take; the company's boats are doing very well; they make a monthly dividend of $6\frac{1}{2}$ pr. ct.; the Adelaide will be good property here; write me fully everything relating to the boat that will interest me, for I feel a great interest in and hope not long hence to walk her decks between here and Sacramento with a thousand paying passengers, and you at the propeller, beating everything that ever run in these waters: business is improving a little; we are all well; give my respects to all inquiring friends, and ever remain, Resp. yours,

DAVID VAN PELT.

P. S.—This scrip of paper is confidentially; it is the understanding with us that Mr. Chenery is to write to Capt. Vail by this mail for the boat to come out, as I have been expecting to hear of your departure by every mail. I was greatly disappointed by perusing Capt. Vail's letter to Mr. Chenery by the last mail; I find he is waiting orders what to do; he states that they is parties who would like to buy to come to California, also that he had shown you all of Chenery's letters but one, it loock strange to me that Vail does not know what to do. I begin to feel that they have been trying to get some advantage, for if they had written to Vail as they had represented to me they had done, he would have known what to do. I think Chenery has bound himself to the company in some way as regards the boat, from the fact that I told him if he would put certain resolutions before the board, and they would consent to them, then they could have the boat after she got here, and not without; he said nothing about them to the board, when I ascertained that I told him to let the boat come out as the property of the present owners. I also told him after his first letter to Vail in regard to selling the boat that if he sold he could not give any title for her; and I did not want her to be delayed after she was finished; they act strange, for they make so many different statements; they do not agree in scarcely anything we ask them; so I told them plumt to day that the boat should come out and they could write to that effect, which they promised to do. I thought they had been humbugging enough. I should have written you before, but I thought all was rite, as I depended upon those men to write as they represented to me they had; so if she is sold I will not give any title for her, as I do not like their proceedings in many things, so be sure and write me all the particulars in regard to the boat and get off as soon as you can. I am in hopes by the time you get here we will have the business in our own hands and then we will figure to.

Interrogatories to be propounded to Marshal A. Mathis, of the city, county, and State of New York, a witness to be examined on the part of the complainant in the above entitled cause.

Interrogatory first. What is your name, occupation, and where do you reside?

Interrogatory second. Do you know David P. Vail, formerly residing in California? Are you or not acquainted with the handwriting of said Vail? Have you ever seen him write, or have you seen that admitted by him to be his signature?

Interrogatory third. Have you seen any affidavits now on the files of the Supreme Court of the State of New York, in and for the city and county of New York, and filed in a cause pending in said court in the year eighteen hundred and fifty-five, wherein you were plaintiff and said Vail was defendant, purporting to have been made and signed by said Vail?

Interrogatory fourth. If yea, please state whether or not among them you saw one purporting to have been subscribed by said Vail and sworn to by him on the 2d day of February, A. D. 1855, and by whom was said oath administered, and when; and was the signature of said D. P. Vail thereto the genuine signature of said Vail? State whether you saw another purporting to have been subscribed and sworn to by said Vail, on the same 2d day of February, A. D. 1855, and by whom was said oath administered and when, and was the signature of said D. P. Vail thereto the genuine signature of said Vail?

State whether you saw another purporting to have been subscribed and sworn to on the 14th day of March, A. D. 1855, and by whom was said oath administered and when, and was the signature of said D. P. Vail to said affidavit the genuine signature of the said Vail? State whether you saw another purporting to have been subscribed and sworn to by said Vail, on the 27th day of March, A. D. 1855, and by whom was said oath administered and when, and was the signature of said D. P. Vail thereto the genuine signature of said Vail? State whether you saw another purporting to have been subscribed and sworn to by said Vail on the first day of May, A. D. 1855, and by whom was said oath administered and when, and was the signature of said D. P. Vail thereto the genuine signature of the said Vail?

Interrogatory fifth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them; or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

The defendants object to the third and fourth interrogatories, proposed by the complainant in the above entitled cause, to Marshall A. Mathis, of the city, county, and State of New York, on the grounds that they are immaterial, irrelevant, and incompetent.

To the first direct interrogatory he says: My name is Marshall A. Mathis. I am a submarine operator. I reside at Port Richmond, Staten Island, New York.

To the second direct interrogatory he says: I know David P. Vail, formerly residing in California. I am acquainted with his handwriting. I have seen him write, and have also seen his signatures, which he admitted to be his signatures.

To the third direct interrogatory he says: Yes, sir. I have seen five affidavits on file in the Supreme Court of the State of New York, in and for the city and county of New York, which were filed in a cause pending in said court, in the year eighteen hundred and fifty-five, in which I was the plaintiff, and said David P. Vail the defendant. Each of said affidavits were made and signed by said Vail.

To the fourth direct interrogatory he says: I saw an affidavit among those so on file as mentioned by me, one purporting to have been subscribed by said Vail, and sworn to by him on the 2d day of February, A. D. 1855, which was sworn to before Thos. S. Summers, Commissioner of Deeds in and for the city and county of New York, and the signature thereto was the genuine signature of said D. P. Vail. I also saw another so on file in the office above mentioned, which was also subscribed and sworn to by said Vail, on the said 2d day of February, 1855. The oath being administered by the said Summers, the signature to which was also David P. Vail's genuine signature. And I also saw another affidavit, purporting to have been subscribed and sworn to by said Vail, on file as aforesaid, the same being sworn to and subscribed on the 14th day of March, A. D. 1855, before David J. Chatfield, Commissioner of Deeds in and for the city and county of New York, the signature to which was the genuine signature of the said David P. Vail. I also saw another so on file as aforesaid, purporting to have been subscribed and sworn to by said Vail, on the 27th day of March, A. D. 1855, the oath to which was administered by Smith E. Lane, Commissioner of Deeds in and for the city and county of New York; the signature thereto was the genuine signature of the said D. P. Vail. And I also saw another so on file as aforesaid, purporting to have been signed and sworn to by said Vail, on the 1st day of May, A. D. 1855, the oath to which was administered by P. R. Jennings, Justice of the Peace, the signature to which was the genuine signature of said David P. Vail.

To the fifth direct interrogatory he says: I do not.

Interrogatories to be propounded to William Boardman, of the city, county, and State of New York, a witness to be examined on behalf of the plaintiff in the above entitled cause.

Interrogatory first. What is your name, age, occupation, and where do you reside?

Interrogatory second. Whether you are acquainted with William W. Vanderbilt? If yea, how long have you known him? Whether you were acquainted with John Van Pelt? If yea, how long did you know him, and is said Van Pelt living or deceased?

Interrogatory third. Whether, during any part of the year (1853) eighteen hundred and fifty-three, and what part, you were member of a firm doing business as iron-founders? If yea, what individuals composed said firm? Where did said firm do business, and under what style?

Interrogatory fourth. If, in answer to the foregoing you have answered that you were member of a firm, whose style was Guion, Boardman and Company, please state whether or not said William W. Vanderbilt called on you, as a member of said firm, for the purpose of making a contract for building the machinery or engine for a new steamer. If yea, when, where? What, if anything, did said Vanderbilt say in regard to the purpose for which said boat was to be built? What, if anything, did he say in regard to her name, to the parties who were interested in her, the place where she was designed to run? What did said Vanderbilt say to you on the subject of the building of said steamer, and of his authority and interest in and over her? State fully all that he said in reference thereto.

Interrogatory fifth. Whether or not your said firm entered into any contract in writing with said Vanderbilt, for the building of said machinery? If yea, please annex the same or a copy thereof to your deposition.

Interrogatory sixth. Whether your said firm commenced work on said machinery in pursuance of said contract [if any was entered into?] If yea, when? Whether or not further work was at any time, and when, suspended? If yea, by whose direction? If by the order of said Vanderbilt, state what, if anything, was said by him as the reason for such order to suspend, and how long was said work suspended; if resumed, when and by whose order; if by said Vanderbilt's order, what reason, if any, did he give for such resumption?

Interrogatory seventh. Whether or not you were acquainted with John Van Pelt, of San Francisco? Whether or not you were informed of his death? If yea, by whom? If you say you were informed of the death of said Van Pelt by said Vanderbilt, state fully when, where, and under what circumstances; and all that said Vanderbilt said to you, if anything, in relation to said Van Pelt, his death, his interest in said steamboat, and his friendship for said Vanderbilt.

Interrogatory eighth. Whether said steamboat was brought to any place for the purpose of receiving her machinery; if yea, to what place, when, by whom? Under whose control was said steamboat at the time?

Interrogatory ninth. Was your said contract (if any was entered into) completed? If yea, when?

Interrogatory tenth. Whether, at any time, you learned that said steamboat was not going to California? If yea, when and from whom? Whether you were informed she was for sale in New York? If yea, who so informed you, and when? If you say Vanderbilt so informed you, state fully all he said at the time in regard to said sale. What, if anything, did he say in regard to an order or direction to sell said boat, coming from any quarter or person; from whom and to whom did he say said order or direction came (if he said anything in regard thereto)?

Interrogatory eleventh. Whether at that time, or any time, and when, said Vanderbilt said anything to you about his obtaining the legal title to said steamboat; or about his fears that any person or persons, and who, were or was intending to deprive him, said Vanderbilt, of what he had advanced, and what he claimed to be due him for his services in the building of said boat. If he said anything to you on the subject, state all that was said. Whether or not he asked your advice as to what course he should pursue to protect himself? If yea, what was said on the subject by him? What did you reply thereto?

Interrogatory twelfth. Whether or not said Vanderbilt at any time, and when, requested you to accompany him to any and what place for the purpose of selling said steamboat, or for any purpose? Whether or not you accompanied said Vanderbilt to any place, if so, what place, and when was it? Whether in your presence said Vanderbilt offered or attempted to sell said steamboat? If yea, where was it, to whom was it offered? What, if anything, was said by said Vanderbilt to the person or persons to whom said boat was offered for sale (if it was offered), in regard to the circumstances under which said Vanderbilt came from California for the purpose of building said boat, and in regard to the ownership of said steamboat? State all that was said by him on the subject.

Interrogatory thirteenth. State what, if anything, was said by said Vanderbilt to you in regard to any arrangement or settlement having been made between him and David P. Vail, when and where was it? State all that was said by said Vanderbilt in regard to any difficulty between him and said Vail (if anything was so said), and any adjustment thereof. What, if anything, did he say at that time in regard to his willingness that said Vail should sell said boat?

Interrogatory fourteenth. Whether the said steamer was subsequently sold to William Deming?

Interrogatory fifteenth. Whether or not previously to said sale, the firm, of which you were interrogated in the third interrogatory, was in any manner changed? If yea, in what manner? What was the style of the firm which succeeded, if any did succeed? Whether the said last mentioned firm received of said Vanderbilt the sum of five thousand dollars at one time? If yea, when was it, and under what circumstances was it received? Whether or not said sum was repaid to said Vanderbilt? When; by whom? What, if anything, did said Vanderbilt say as to how he received said sum originally? Whether or not at any time, and when, said Vanderbilt told you how he originally received said sum, and from whom he received it? Whether or not it was in satisfaction of his claims for advances and services connected with the building of the said steamer Adelaide? What was said by him on the subject? State fully.

Interrogatory sixteenth. Whether or not he had previously stated to you, or to any other persons in your presence, what, as he said, were all the particulars in relation to the building and ownership of said boat, and the interest of John Van Pelt and his heirs? Whether or not he afterwards at any time told you that he had communicated to Todd or Deming, or either of them, these same facts that he had previously communicated to you, or to others in your presence?

Interrogatory seventeenth. Whether or not said Vanderbilt ever stated to you that he or said David P. Vail in his presence (if yea, which) had communicated to Todd and Deming, or either of them, all the facts connected with the Adelaide fully? What did he say? And if in what he said he referred to any previous conversation with you or with one Pedrick, or any other person in your presence, state fully that previous conversation to which he referred.

Interrogatory eighteenth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination or the matters in question

in this cause? if yea, set forth the same fully and at large in your answer. SHEPLEY & DANA,
Solicitors for Complainant.

The defendants in the above entitled cause object to the 4th, 6th, 7th, 10th, 11th, 12th, 13th, 15th, 16th, and 17th interrogatories to be propounded to William Boardman, of the city, county, and State of New York, a witness to be examined on behalf of the complainants in said cause, on the grounds that the same are irrelevant, immaterial and incompetent; and not waiving their objections they propose the following cross-interrogatories, de bene esse.

Cross-interrogatory first. If you shall in your direct examination attempted to state any conversations with other persons, or to state what any person or persons stated to you at any time or times, have you repeated the exact language used in the conversations and statements to you?

Cross-interrogatory second. If you shall, in your direct examination, have attempted to state any conversations, or what was stated to you by any person or person, were not such conversations had and statements made several years ago? Did you at the time make any memorandum or record of the conversations and statements to which you have testified? If yea, annex the same or a copy of the same to your answer.

Cross-interrogatory third. When was your attention first called to any of the conversations or statements to which you have testified in your direct examination, and by whom?

Cross-interrogatory fourth. What persons have you talked with about testifying in this suit, and how many times, and where?

Cross-interrogatory fifth. Who have you talked with, how often, when and where, about the conversations and statements you have testified to in your direct examination?

HUTCHINS & WHEELER,
Solicitors for Defendant.

To the first direct interrogatory he says: William Boardman. I reside in the city of New York; by occupation an engineer, and about forty-one years of age.

To the second direct interrogatory he says: I am acquainted with William W. Vanderbilt; I have known him since the year 1853 or 1854, I believe. I am not acquainted with John Van Pelt. I don't know whether Van Pelt is living or deceased, only from hearsay.

To the third direct interrogatory he says: I was a member of the firm of Guion, Boardman & Co., during the whole of the year 1853, doing business as iron founders. The firm was composed of Archer Guion, William Eppes, and a Mr. Russel and myself. We done business at the foot of Eighth Street, in the city of New York, under the style of Guion, Boardman & Co.

To the fourth direct interrogatory he says: William W. Vanderbilt called at our office for the purpose of making a contract for building the engine and boiler for a new steamer, at which time I saw him. It was about the last of June or the first of July, 1853, when he called on us. Vanderbilt said the boat was to go to California, and that he wanted a good and strong engine; he did not say for what particular purpose she was intended. He said nothing to me at that time as to her name; he said nothing at that time in regard to the parties who were interested except himself, nor did he say anything as to the place she was designed to run, except that she was to go to California. Vanderbilt wanted an estimate from us for the engine and boiler, and that he was going to get estimates from other parties, and if our price was lowest, we should have the contract. After waiting one or two days, he gave us notice that our proposals had been accepted, and that he was prepared to execute a contract with us, and wished us to go ahead with the work immediately. The contract was then and there drawn and signed by our firm and himself, and the work was immediately commenced under his direction. He said nothing about his authority or interest in and over the steamer. We knew no other parties at the time, except Mr. Vanderbilt, who had any interest in the steamer, and supposed we were building her for him.

To the fifth interrogatory he says: Our firm entered into a contract with said Vanderbilt to build the machinery for the steamer, and the copy hereto annexed is a true copy of said contract so entered into between us. A copy of the contract is hereto annexed, and marked Exhibit A by commissioner.

To the sixth direct interrogatory he says: We commenced work on said machinery, in pursuance of said contract last mentioned, on the 10th day of August, 1853. The work on the engine and boiler, under our contract, was not at any time suspended to my knowledge, and I do not know of any order being given to suspend our work.

To the seventh direct interrogatory he says: I am not acquainted with John Van Pelt, of San Francisco. I was informed of his death, I think, by Mr. Vanderbilt before mentioned. I cannot state when or where I was informed of his death. Mr. Vanderbilt informed me of Van Pelt's death by stating, at the same time, that he had lost by his death one of his best friends; and also stated that Mr. Van Pelt had a large interest in this steamer we were building.

To the eighth direct interrogatory he says: The steamer was brought to the foot of Eighth Street, East River, to our dock, to receive her machinery. I cannot state when it came to our dock to receive the machinery. I think it was the last of November, 1853. I do not recollect who brought her there, but I suppose by Mr. Vanderbilt's direction. The boat was under Mr. Vanderbilt's control at that time.

To the ninth direct interrogatory he says: Our contract was completed in May, 1854.

To the tenth direct interrogatory he says: In the summer of

1854, I was informed by Mr. Vanderbilt, that the steamer would not go to California. The particular month or day I was informed this I cannot state. I know it was during the very warm weather. Mr. Vanderbilt also informed me that the steamer was for sale in New York. He so informed me about the same time he told me she was not to go to California. He (Mr. Vanderbilt) told me at the same time, that they did not want the boat in California, and that the parties in interest in California had wrote him to sell her, even if he had to sacrifice twenty-five thousand dollars on her cost. He counselled with me as to where I thought she could be sold, and for what price. He asked me if I would go to Philadelphia with him, if she could be sold there; and at this interview, or some subsequent one, an appointment was made for us to go on to Philadelphia, to try and sell her. I think at this time he mentioned, that he had invested in the boat some ten or twelve thousand dollars, or that he had that interest in her. I don't recollect who he said had directed the boat to be sold, only that the parties in California had directed him to sell her.

To the eleventh direct interrogatory he says: Vanderbilt spoke to me, about the time he informed me he was directed to sell the steamer, or a short time afterwards, about his obtaining the legal title to the steamer. He told me that one Capt. Vail had come on from California to take charge of the steamer; I think he said with a power of attorney, and he was fearful that they were going to manage the thing in such a way that he would not get his money, or words to that effect. The question then came up between us, I believe by a suggestion made by myself, as to the right of Capt. Vail or any one else, to take charge of the boat and sell her without his (Vanderbilt's) authority, as he was the party who made the contract with the builders, and that the builders knew no other parties but him; and from that fact, it was thought between us, that no one could hold any legal rights in the boat but himself; but that he should take the advice of counsel upon the subject, and should his counsel advise him that those were his rights, he should take the papers of ownership in his own name, in order to protect himself or his interest, which he had represented to me as ten or twelve thousand dollars.

To the twelfth direct interrogatory he says: Mr. Vanderbilt did request me to accompany him to Philadelphia for the purpose of selling the steamer, and I did go with him, I think, in July or August, 1854; and he attempted to sell the steamer at Philadelphia, and proposed to a party there to raise a company and buy her. The party to whom he so offered the steamer was a Mr. Pedrick. Mr. Vanderbilt stated, in substance to Mr. Pedrick, that the steamer was built for California, and that she was not wanted there, and that he visited Philadelphia for the purpose of making sale of her. He told Mr. Pedrick that he had the power to sell her, and would sell her for an amount which he mentioned, but which I don't now recollect.

I think he said parties in California were interested in the steamer. I do not remember particularly what more was said, but the above is the substance of all the conversation.

To the thirteenth direct interrogatory he says: Mr. Vanderbilt stated to me at or near our works in this city, after our return from Philadelphia, I can't say precisely when, that he had seen Mr. David P. Vail, and that they had agreed upon a settlement of all his (Vanderbilt's) claims upon the boat; in fact, he says, "everything is all settled." Two or three days after this Vanderbilt came into our office and said, Boardman, I was too fast the other day. I said what is the trouble? He answered that the thing was all knocked in the head; that "Vail did not come to time," and that the thing stood just as it had before any negotiation had been had between him and Vail. I believe this is about all that was said upon the subject inquired of. He said, however, I remember, that he was willing Vail should take and sell the steamer if he would pay him his claims.

To the fourteenth direct interrogatory he says: I understood the steamer was subsequently sold to one William Deming.

To the fifteenth direct interrogatory he says: I think our firm, of which I have mentioned, was changed about the time of the sale of the boat. I am not positive whether our firm was changed previous to the sale of the boat or not. The firm was changed by my going out. The style of the firm which succeeded was Guion, Russell & Co. It appears from the books of Guion, Russell & Co., that they received from said Vanderbilt the sum of five thousand dollars on the 24th of August, 1854. I cannot say under what particular circumstance the sum was received. The said sum of five thousand dollars was repaid to said Vanderbilt, part in November, 1854, and the whole amount was repaid within three months after November to said Vanderbilt. The firm of Boardman, Holbrook & Co. paid this amount to Vanderbilt. Vanderbilt did not say anything to me as to how he received said sum originally. I can't say whether Vanderbilt, at any time, said anything to me as to how he originally received the said sum of five thousand dollars. I do not know whether he received the said sum in satisfaction of his claims for advances and services connected with the building of the said steamer. I do not recollect now anything particular that was said upon the subject of the money. I have stated fully all that I know of my own knowledge in relation to the matter.

To the sixteenth direct interrogatory he says: He told me that Mr. Van Pelt owned little more than one-half of the boat. I think it was eleven-twentieths; that is, that he advanced that amount to build the boat, and that he (Vanderbilt) had some ten or twelve thousand dollars interest in the boat, partly for advance and partly for services rendered; and that the balance of the interest was represented by different parties in California who had made advances. He told me that all the facts he had communicated to me in regard to the ownership he had made to Deming. I don't recollect as to

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Mr. Todd, and that Mr. Deming knew all the particulars as to his (Vanderbilt's) right to sell the boat.

To the seventeenth direct interrogatory he says: Vanderbilt told me that he had stated fully to Deming all the facts connected with the steamer Adelaide. I can state no farther as to what Vanderbilt said to me than I have hereinbefore stated. Vanderbilt said to me that he told Mr. Deming how he held his rights as owner to the steamer.

To the eighteenth direct interrogatory he says: I am not aware that anything more that I can state which would be of any advantage to either parties to this suit.

To the first cross-interrogatory he says: I do not think I have. I have only given the substance, not the exact words.

To the second cross-interrogatory he says: They were made some years ago. I made no record or memorandum of the conversations referred to.

To the third cross-interrogatory he says: My attention was first called to these conversations I have testified about some eight or twelve months ago by one Mathis.

To the fourth cross-interrogatory he says: I have talked with Mr. Mathis and a Mr. Williams. I am mistaken about Mr. Williams. I don't think he ever said anything to me about testifying. I did not know anything about being called upon to testify until I received a subpœna to attend before the commissioner. The only time I had any conversation with Mr. Mathis about testifying was about the time I received the subpœna, and I then asked him what he wanted of me. I had no particular conversation with him as to what I would testify to.

To the fifth cross-interrogatory he says: I have talked with Mr. Williams about part of the conversations. I can't say when nor where. WILLIAM BOARDMAN.

Sworn before me this 3d day of December, 1858.

C. W. NEWTON,
U. S. Commissioner, duly appointed by the Circuit Court of the United States for the Southern Dist. of New York.

Exhibit A.

Steamboat Adelaide.

This memorandum of agreement, made this 7th day of July, 1853, between Messrs. Guion, Boardman & Co., of the first part, and W. W. Vanderbilt of the second part, witnesseth: That the parties of the first part, in consideration of the sum twenty-six thousand seven hundred and fifty dollars ($2,750 00), agree to built for the party of the second part a low pressure beam engine, of 50 inches diameter of cylinder, and twelve feet stroke of piston, with wrought iron shafts and cranks, Stevens' cut off (the party of the second part paying for the right to construct and use the same), one steam boiler of suitable capacity, made of the best Pennsylvania plate iron, with blower engine, and one of Dempfel's pant blowers, and put the same up in a vessel to be provided at their wharf, foot of Eighth Street, by the party of the second part, complete with all the necessary pipes and connections ready for steam; the whole to be done under the supervision of the party of the second part, and to his satisfaction.

Payments to be made as follows, in six equal instalments: The first to be paid when the bed plate and cylinder are cast, and the others, all but one, to be paid from time to time as the work progresses, and the last to be paid when the work is completed.

(Signed) GUION, BOARDMAN & CO.,
W. W. VANDERBILT.

Interrogatories to be propounded to John Spencer, of Portland, in the State of Maine, a witness to be examined on the part of the plaintiff in the above entitled cause.

First interrogatory. What is your name, age, residence and occupation?

Second interrogatory. What was your occupation in the early summer of the year 1854?

Third interrogatory. Whether you were acquainted with William Deming, William W. Vanderbilt, and David P. Vail, or either of them, and if with either, with which of them, and how long have you known them or either?

Fourth interrogatory. Whether you were employed by said Deming or by any other person or persons, and if any, whom, to go on board said steamer Adelaide? And if so employed, in what capacity were you so employed, and when was it, and where was the said steamer at that time?

Fifth interrogatory. Whether you actually went on board said steamboat in such capacity, and who had the charge of the boat, and when was it, and where?

Sixth interrogatory. Whether the said vessel had then recently been sold, and who, if known to you, were the parties to said purchase and sale; and what were the terms and conditions, and whether the boat was to be furnished by the party selling? Whether you had any conversation with said Deming about his intention to purchase said boat? If yea, what did he say?

Seventh interrogatory. Whether you were engaged on said boat, and in what capacity, and for what length of time, and under whose orders and immediate supervision, in taking an inventory of any furniture on board of her? If said Deming gave you any instructions or directions in regard to said furniture, state what he said on the subject, and what was done by you thereupon. If he gave you any memorandum or schedule of the articles to be inventoried by you, annex said memorandum or a copy thereof to your deposition.

Eighth interrogatory. State who were present at the taking of said inventory, and how and where you found the said furniture, whether boxed and stowed away or otherwise, and whether the boxes were marked and how.

Ninth interrogatory. Whether or not the said furniture was boxed and stowed away, as if for transshipment to a distance, before being used?

Tenth interrogatory. Describe the kind and quality of the said furniture; and state whether there was a large or small quantity thereof; whether more or less than sufficient to furnish the said steamer Adelaide?

Eleventh interrogatory. Whether, when the furniture selected as belonging to the Adelaide, according to said instructions or schedule, was taken out, there still remained a quantity of furniture in the said steamer? If yea, how large a quantity, and where was it stowed and how? Whether or not it was stowed or marked any differently from that which was selected according to your instructions or schedule? And what was said about the said quantity which remained, by the said Deming, Vanderbilt, and Vail, or either of them, and what was finally done with the same, and whether the same was sold, and by whom and to whom, and whether at, or less than, its ordinary value?

Twelfth interrogatory. Whether this extra furniture was or not packed for other boats then in California, and for what other boats, and what were their names, and whether or not John Van Pelt was then interested therein?

Thirteenth interrogatory. Whether the said Vanderbilt ever gave you a reason, and if so, what was it, why there was so much furniture on board the steamer Adelaide?

Fourteenth interrogatory. State what became of the said extra furniture, and where the same, or the greater portion of it, now is, or was, when you last saw it, and when did you last see it?

Fifteenth interrogatory. Whether you ever had any conversation or conversations with the said Vanderbilt and Deming, or either, and which of them, relative to the original destination of the said steamer Adelaide, the sale of said steamer, the reasons for such sale, and the conditions thereof, and what was said conversation? State the same fully.

Sixteenth interrogatory. Whether the said Vail was present on board said boat, and how much of the time, and whether he acted with the said Vanderbilt? If yea, how much, and in what respects, and whether he was consulted by said Vanderbilt, and in what particulars? Whether any acts in regard to the furnishing, disposition and sale of said steamer, were done by said Vanderbilt, without consulting and obtaining the consent of said Vail? If yea, what acts were so done? Which of these two had the direction of the things done on board?

Seventeenth interrogatory. Whether, from the time of your arrival in New York, one E. B. Winchester was there upon the said steamer Adelaide, and what were his duties?

Eighteenth interrogatory. When and how did the said boat leave New York? State fully and particularly. When did said Vanderbilt come on board? What day of the week, and what time of the day was she started, and what was the state of the weather? Was it fit weather for said boat to leave New York for Boston? Who had charge of the boat and of her engine? How far did the boat proceed that day, and where did she stop, and why was she stopped? Had the weather changed when the boat stopped? If she came to an anchor, how long did she remain at anchor?

Nineteenth interrogatory. When did the boat next start, and for what place, and at what port, and when, did she next arrive, and who was in charge up to the time of her said arrival?

Twentieth interrogatory. When the boat left New York for Boston, was she or not at that time fully furnished as to all the necessary articles in your department, and whether or not the said articles had been ordered and were then in process of completion, and whether the said articles were afterwards supplied, and when and how?

Twenty-first interrogatory. Whether the said Vanderbilt and the person who acted as engineer on said voyage, on arrival of the steamer at Boston, left Boston; and how soon thereafter, and for what place? And who then took charge of the boat as master, and who acted as engineer, and how long did they remain? Were said engineer and master competent to act in their several capacities, and did they or not leave New York on board said boat and remain on her during her voyage to Boston?

Twenty-second interrogatory. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

The defendants in the above entitled cause object to the 12th, 13th, 14th, 15th, 16th, 17th, and twenty-first interrogatories propounded by the complainant to John Spencer, of Portland, in the State of Maine, as immaterial, irrelevant, and incompetent, and seeking to introduce incompetent evidence, and propose the following cross-interrogatories to the said Spencer.

The Commissioner will please caution this witness before giving his deposition to state only facts that are within his own knowledge.

First cross-interrogatory. When you went to New York to go on board the "Adelaide," had not the Admiral, a steamboat plying between Boston and Eastern ports, been recently lost, and were not the defendants in haste to get a steamboat to take her place?

Second cross-interrogatory. Were not you detained in New York longer than was expected when you went there? Did you on the Monday before you left New York expect to leave on Thursday;

and on Thursday, the boat not then being ready, did you not then expect to leave on Friday or Saturday?

Third cross-interrogatory. Had not the Adelaide been advertised to be on her route before she actually reached Boston?

Fourth cross-interrogatory. Was not the reason of her leaving New York on Sunday morning in heavy weather, because the parties were anxious to get to Boston where she had been expected for several days before?

Fifth cross-interrogatory. Has not Marshall A. Mathis been to see you several times and seen you several times about your testimony in this case? And when did you first see said Mathis? Give the date as nearly as you can.

Sixth cross-interrogatory (de bene esse). If you shall have attempted to state what was said in any conversations by Deming, Vanderbilt, or others, state when and by whom your attention was first called to such conversations. Was it by Marshall A. Mathis, or by whom and when for the first time?

Seventh cross-interrogatory. When did you leave the service of the Calais Steamboat Company, and why? Were you discharged from the same?

Eighth cross-interrogatory. Of what race and color are you?

HUTCHINS & WHEELER,
Solicitors for Def'ts.

The answers of John Spencer to the foregoing interrogatories and cross-interrogatories.

To the first interrogatory he saith: My name is John Spencer, I am thirty-eight years old; I reside in Portland, Maine; I am a mariner.

To the second interrogatory he saith: In the early summer of 1854, I was steward of the steamer Eastern City.

To the third interrogatory he saith: I am acquainted with William Deming, Capt. Wm. Vanderbilt, and David P. Vail. I have known all of them about four years.

To the fourth interrogatory he saith: I was employed by Capt. Winchester, and also by Mr. Deming to go on board the steamer Adelaide in the capacity of steward, at New York, about the first of September, in the year 1854. The Adelaide was then at New York.

To the fifth interrogatory he saith: I did go on board the Adelaide as steward; Capt. Vanderbilt had charge of her at the time. It was at New York, about the first of September, in the year 1854.

To the sixth interrogatory he saith: I do not know about the sale, excepting from information from Mr. Deming and Capt. Vanderbilt; Mr. Deming told me, before I went on board, he was going to buy the Adelaide. After I went on board, I heard him talking with Capt. Vanderbilt about it and about the terms or payment. According to what they said, Mr. Deming had agreed to purchase the boat for the Calais Steamboat Company. They both told me that she was to be furnished by the seller, Capt. Vanderbilt; I do not know what the price was nor the conditions of the sale; I may have heard them say, but I do not remember.

To the seventh interrogatory he saith: I was engaged on board the Adelaide as steward about two days, in examining and receiving her furniture; I acted under Mr. Deming's directions. He gave me the schedule hereunto annexed and marked A, and directed me to see that all the articles enumerated in it were delivered to me by Capt. Vanderbilt. The paper is torn, but I believe it contains all the articles. It is in Mr. Deming's handwriting; I took it from him, and received the articles named on it accordingly. Mr. Deming was not present when they were delivered except occasionally. Capt. Vanderbilt and Capt. Vail were present and showed me the articles and delivered them to me.

To the eighth interrogatory he saith: Capt. Vanderbilt, Capt. Vail, and two or three waiters were present at the time of making up the schedule of articles on the list mentioned. The tables, chairs, and a carpet were found in the cabins, and a few mattresses in the state-rooms. The rest of the articles were boxed up, and stowed away in the hold. I do not recollect any mark on the boxes.

To the ninth interrogatory he saith: Yes, they were well packed in the hold.

To the tenth interrogatory he saith: The furniture was of the kind and quality commonly used in steam packets. There was a large quantity of it. There was more than sufficient to furnish the Adelaide.

To the eleventh interrogatory he saith: When the furniture, selected for the Adelaide, according to the schedule, had been taken out, there still remained a quantity of furniture in the hold. I cannot say exactly how much. There was quite a smart quantity left. It was packed in boxes and stowed away in the hold, the same as what we selected. We opened nearly all the boxes and took out more or less as wanted to make up the schedule, and then nailed up the boxes again. There was nothing in the stowing or marking, that I saw, to distinguish what we took from what was left. I asked Capt. Vanderbilt why they had so much furniture; he said they got enough to supply their other boats in California, because it could be bought so much cheaper in New York than out there. Capt. Vail was present—Mr. Deming was not. Capt. Vanderbilt said to me that he would sell the rest of the furniture to Mr. Deming, at less than the cost, if he would take it. I told Mr. Deming of this offer when I next saw him—the same day or the next—and he told me to take the furniture, and I did so. I understood it was for the Calais Steamboat Company. I do not know the price agreed upon, nor the value of the articles, except that Capt. Vanderbilt said the price was less than the cost.

To the twelfth interrogatory he saith: The extra furniture was on

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board the Adelaide, packed as before stated. Capt. Vanderbilt told me that what was not wanted for her was for their other boats in California. The names of the other boats were the Wilson G. Hunt, the Antelope, and the Confidence. I do not recollect the names of any others. I understood, from both Capt. Vanderbilt and Mr. Deming, that John Van Pelt was a part owner in the Adelaide. I do not know as to his interest in the other boats.

To the thirteenth interrogatory he saith: Capt. Vanderbilt did give me a reason why there was so much furniture on board the Adelaide. He said they had intended to send her to California, and that the extra furniture was for their other boats there.

To the fourteenth interrogatory he saith: The extra furniture was carried to Boston in the Adelaide, and after taking out some more for the boat for future use, I sent the rest, and much the greater part, to Mr. Deming, at Calais. I have not seen it since, except some few articles I sent to Mr. Deming for, for the boat, and which were in her when I left her, about the first of December, 1857.

To the fifteenth interrogatory he saith: I have had conversations with both Capt. Vanderbilt and Mr. Deming, in regard to the matters inquired about in this interrogatory. They both told me that the Adelaide was built to go to California, to run on the Sacramento River. Capt. Vanderbilt said they had entered into a combination out there; and the Adelaide was not needed; that they had boats enough out there to do all the business, and that this was the reason why they sold the Adelaide. Mr. Deming told me the same in substance; and that he had to give bonds when he bought the Adelaide, that she should not go to California for three years.

To the sixteenth interrogatory he saith: Capt. Vail was on board the Adelaide about every day, and remained most of the time while Capt. Vanderbilt was there. He acted with Capt. Vanderbilt, and had as much to say as Capt. Vanderbilt had, in regard to the furniture, when we were in the hold making up the schedule. They consulted together, and Capt. Vail helped about opening the boxes, and taking what was wanted to make out the schedule. I cannot say whether any acts in regard to the furnishing, sale, or disposition of the steamer, were done by Capt. Vanderbilt without consulting Capt. Vail, and obtaining his consent. I did not know of any, but there might have been. Capt. Vanderbilt gave the directions as to what was done on board.

To the seventeenth interrogatory he saith: Capt. Winchester was on board the Adelaide from the time of my arrival in New York. He went on from Boston at the same time with Mr. Deming and myself, to take the command of the Adelaide. But Capt. Vanderbilt commanded the boat round to Boston. Then Capt. Winchester took the command. I do not know what his duties on board were before, or that he had any.

To the eighteenth interrogatory he saith: The Adelaide left New York on Sunday, December 10th, I think it was 1854. Capt. Vanderbilt came on board that morning. She was started on Sunday morning, about eight o'clock. The weather was stormy. It was a pretty bad storm. It was not, in my opinion, fit weather for her to leave for Boston. Capt. Vanderbilt had charge of the boat. Mr. John Hunt, of New York, appeared to have charge of the engine. I heard Capt. Vanderbilt giving him directions about it. The boat went between twenty and thirty miles on that day. I do not recollect the name of the place where she stopped. She was stopped on account of the weather. The weather had not changed. The storm was about the same as when we started. She remained at anchor there until the next morning.

To the nineteenth interrogatory he saith: The boat next started on Monday morning, for Boston, where she arrived on Tuesday morning. Capt. Vanderbilt commanded her up to that time.

To the twentieth interrogatory he saith: The boat was fully finished when we left New York, except some things we got in Boston, viz: four stoves, two marble top tables, one or two clocks, and a few other things. I do not know that these things were ordered before, or were then making for the boat. I told Mr. Deming that they were wanted, after we got to Boston, and they were furnished there. This is all I know about it.

To the twenty-first interrogatory he saith: Capt. Vanderbilt and Mr. Hunt left the steamer on her arrival at Boston, and told me they were going back immediately to New York. Capt. Winchester then took charge of the Adelaide as master, and John W. Marshall as engineer. Capt. Winchester remained in her until I left the boat. Mr. Marshall remained about a year. I think they were both competent in those offices. They both left New York in the Adelaide, and remained in her during her voyage to Boston.

To the twenty-second interrogatory he saith: I cannot.

To the first cross-interrogatory he saith: When I went to New York to go on board the Adelaide the Admiral had been recently lost; she had been plying between Boston and eastern ports. I do not know whether the defendants were in haste to get a steamboat to take her place. Mr. Deming was at New York looking for another boat a few days before the Admiral was lost.

To the second cross-interrogatory he saith: I was detained in New York longer than I expected when I went there. I cannot state the day that I expected to leave, but it was earlier than I did leave. I do not recollect that a time was set for leaving more than once before we started, nor that we expected to leave on the particular days mentioned in this interrogatory.

To the third cross-interrogatory he saith: Not that I know of; I never heard anything of the kind.

To the fourth cross-interrogatory he saith: I do not know; I never heard that reason given for her leaving.

To the fifth cross-interrogatory he saith: A Mr. Mathis or Matthews came to see me six or seven weeks ago, and made some inquiries in regard to the Adelaide; I never saw him before or since.

To the sixth cross-interrogatory he saith: My attention was first recalled to the conversations I have testified to by Mr. Deming and a gentleman with him I understood to be Mr. Hutchins; it was three or four weeks ago; nothing was said by Mr. Mathis about this. His inquiries were about the building and original destination of the Adelaide. I only saw him a few minutes and was busy at the time.

To the seventh cross-interrogatory he saith: I left the service of the company last fall, about the first of December; the reason was that the season was out; the boat was laid up; all hands were paid off; and nobody left on board but the keeper; I was discharged the same as the rest were; not otherwise.

To the eighth cross-interrogatory he saith: I am a mulatto or quadroon. JOHN SPENCER.

A.

Ladies' Saloon.

Carpeted and state-rooms with same kind,
Long and short curtains in state-rooms,
12 Fancy rose-wood chairs,
2 Rocking chairs,
2 Easy chairs,
1 Centre table,
2 Rose-wood tete-a-tetes,
Cushions for locker same as furniture,
1 Fancy looking-glass,
1 Small glass for each room.

State-room Hall.

1 Large Gothic mirror,
2 Easy chairs,
6 Conversation or tete-a-tete chairs,
2 Sofas,
46 Large arm-chairs cushioned,
6 doz. Cottage chairs,
Carpeted or oil-cloth.

Linen.

200 Best hair mattresses,
6 do. Double,
40 Husk " for crew,
225 Hair pillows,
8 Feather bolsters,
225 " pillows,
12 White double counterpanes,
300 " single do
800 " cotton sheets,

48 Double linen sheets,
48 Pillow slips
36 Colored covers for crew,
4 doz. Roller towels,
12 " Small "
100 Crash towels,
48 Fringed do for state-rooms,
8 doz. Napkins,
2 " White damask table cloths, 18 ft. long,
1 " Col'd table covers,
6 Extension tables, 15 ft. long each,
2 Side " 10 " "
15 doz. 8 in. plates,
14 " 10 in. do
2 " Butter do
6 " Soup do
6 " Bread do
2 " Sugar bowls,
12 " Cups & saucers,
8 " 8 in. extra dishes,
2 " 10 " "
4 " Vegetable "
1 " Steak "
2 " Milk "
6 Slop bowls,
1 doz. Water pitchers,
4 " " cups,
1 " Flower vases,
1 " Large spittoons,
1 " Fancy "
5 " Chambers,
4 " Wash bowls,
4 " Water bottles,
15 " Tumblers,
2 " Preserve dishes,
12 " Champain glasses,
12 " Wine "
2 " Salt cups,
1 " Cellery glasses,
1 " Butter knives,
10 " Plated forks,
10 " Tablespoons,
10 " Teaspoons,
1 " Saltspoons,
6 Plated castors,
4 " cake baskets,
6 Carving knives and forks, and steels,

8 doz. Balance handle knives,
1 " Japanned trays,
14 Plated candlesticks,
1 Large coffee urn,
2 " tea do
6 Chafing dishes,
2 Britannia water,
4 doz. State-room,
2 " Side solar,
3 Dish baskets,
5 Tin pails,
1 doz. Spice boxes,
1 No. 4 large stove with fixtures,
4 Bake pans,
2 Slices,
3 Flesh forks,
4 Stew pans,
1 Coffee mill,
1 Sieve,
2 doz. Skewers,
1 p'r Scales,
4 Tin Pails,
2 Basting Spoons,
3 doz. Pie Platters,
2 doz. Spoons,
2 Charcoal Furnaces,
1 Milk urn,
1 Rolling pin,
1 Gridiron,
2 Nutmeg graters.

Mem. This space is torn off the original document.

1 Cleaver,
1 Meat saw,
3 Knives,
2 Fry. pans,
2 Cullenders,
2 Skimmers,
3 Tin Dippers,
6 Spice Boxes.
3 doz. Bread Pans,
2 Tin Tea Pots,
2 doz. Knives and forks,
1 Chopp'g knife,
1 Woodsaw and buck.

Interrogatories to be propounded to Horatio P. Carr and Henry P. Fessenden, both of the city, county, and State of New York, witnesses to be examined on the part of the complainant in the above entitled cause.

Interrogatory first. What is your name, age, occupation, and where do you reside?

Interrogatory second. State whether or not you are employed in the office of the Clerk of the Supreme Court of the State of New York, in and for the city and county of New York. If yea, what are your particular duties in said office? Whether or not you have charge of the original affidavits and orders filed in said court by suitors therein, and how long have you been thus employed?

Interrogatory third. Whether or not do you know David P. Vail?

Interrogatory fourth. Whether or not during all or any part of the year 1855, there was pending in the Supreme Court of the State of New York, in and for the city and county of New York, a cause wherein Marshal A. Mathis was plaintiff, and said Vail was defendant?

Interrogatory fifth. Please examine the files of affidavits in said office, and state whether or not there are five certain affidavits, each purporting to have been signed by said Vail, and sworn to by him respectively, one on the second day of February, A. D. 1855, another on the said second day of February, A. D. 1855, one on the fourteenth day of March, A. D. 1855, one on the twenty-seventh day of March, A. D. 1855, and one on the first day of May, A. D. 1855, or any affidavits of the above description, and in what cause were they filed, and by whom. Do you know the signature of said David P. Vail, and are the several signatures to these affidavits the genuine signatures of said David P. Vail? Please annex accurate and exemplified copies of said affidavits to this your deposition, and state if you have examined said copies and compared them with the originals, and whether or not they are to your knowledge accurate and exact copies of said originals.

Interrogatory sixth. Whether or not in the year A. D. 1855, were you counsel for David P. Vail, in a certain cause depending in the Supreme Court of the State of New York, in and for the city and county of New York, wherein Marshal A. Mathis was plaintiff, and said David P. Vail was defendant?

If you state whether or not the five several affidavits named in the fifth interrogatory above were filed in behalf of said Vail in said cause; whether or not you are acquainted with the handwriting of said David P. Vail? Please examine the said original affidavits, and state if the signatures thereto are or not the signatures of said Vail. Please examine the copies produced and annexed hereto by Horatio P. Carr, and compare them with said originals, and say whether or not said copies are true copies of said originals.

Interrogatory seventh. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

SHEPLEY & DANA,
Solicitors for Complainant.

Note.—The witness, Horatio P. Carr, is required to make answer to those of the above interrogatories which are respectively numbered 1, 2, 3, 4, 5, and 7; and the witness Henry P. Fessenden to those numbered 1, 3, 4, 6, and 7.

SHEPLEY & DANA,
Sol'rs for Compl't.

The defendants object to the interrogatories proposed by the complainant in the above entitled cause, to Horatio P. Carr and Henry

P. Fessenden, of the city, county, and State of New York, as immaterial, irrelevant, and otherwise incompetent.

HUTCHINS & WHEELER,
Solicitors for Defendant.

To the first direct interrogatory he says: My name is Horatio P. Carr; age about thirty-six. I am clerk at law of the Supreme Court of the State of New York. I reside in the city of New York, at No. 95 East Thirty-first Street.

To the second direct interrogatory he says: I am employed in the office of the Clerk of the Supreme Court of the State of New York, in and for the city and county of New York. I have charge of the papers of the Supreme Court that are filed in the office, and transact all the office business of that court on the law side of it, but do not attend the court while in session. I have charge of the original affidavits and orders filed in said court by suitors therein. I have been thus employed in the office for six years last past.

To the third direct interrogatory he says: I do not know David P. Vail.

To the fourth direct interrogatory he says: From the records and papers on file, it appears that there was during the year 1855, a suit pending as inquired about in said third interrogatory.

To the fifth direct interrogatory he says: I have examined the files of affidavits in the office, and find that there are on file five affidavits purporting to have been signed and sworn to by David P. Vail, bearing date respectively and sworn to as follows, viz: two on the 2d day of February, 1855; one on the 14th of March, 1855; one on the 27th of March, 1855; and one on the 1st of May, 1855. These affidavits were filed in a suit entitled "Supreme Court of the State of New York," David P. Vail ats Marshal Mathis, collector, &c., the said affidavits being numbered 1, 2, 3, 4, and 5, respectively. These affidavits were filed by Thomas Fessenden, attorney for defendant. I do not know the signature of David P. Vail, and therefore cannot answer as to their being his genuine signatures. I herewith annex exemplified copies of said depositions or affidavits, and I have examined them with the originals, and to my knowledge the copies hereto annexed are accurate and exact copies of said originals.

To the seventh direct interrogatory he says: I cannot.

HORATIO P. CARR.

In answer to the first direct interrogatory he says: My name is Henry P. Fessenden; am thirty-nine years and upwards, and reside in the city of New York, and by occupation a lawyer in said city.

To the third direct interrogatory he says: I do.

To the fourth direct interrogatory he says: There was during the greater part of that year, a suit pending in the Supreme Court of the State of New York, wherein Marshal A. Mathis, as collector, &c., was plaintiff against David P. Vail.

To the sixth direct interrogatory he says: I was not his counsel, and am not sufficiently acquainted with his hand writing to swear to it. I have compared the copies hereto annexed, with certain papers purporting to be originals on file in the clerk's office, and find the said copies to be correct ones.

To the seventh direct interrogatory he says: I cannot say anything further. H. P. FESSENDEN.

The people of the State of New York, by the grace of God, free, and independent. To all to whom these presents shall come or may concern, greeting: Know ye, that we, having inspected the records and files in the office of the clerk of the city and county of New York, and clerk of the Supreme Court of said State for said county, do find certain affidavits there remaining, which is in the words and figures following, to wit:—

No. 1.

The Supreme Court of the State of New York.

DAVID P. VAIL
ads.
MARSHALL A. MATHIS, Collector, &c.

City and County of New York, *ss.*

David P. Vail, the defendant, being duly sworn, deposes and says, that he has not, and since a period anterior to the commencement of this action, has not had in his possession, or under his control, any book or part of a book, paper, letter, contract, document, voucher, account, draft, or letter of credit, received from, or executed, or written by John Van Pelt, deceased, mentioned in the petition of the plaintiff in this action, having an affidavit appended thereto, appearing to be sworn to January 25, 1855, who died in the month of September, in 1853; or any one acting as his agent, during the lifetime of the said Van Pelt, or up to the end of said last mentioned September, relating to the building, fitting, furnishing, superintending, or taking to California, a certain vessel called the Adelaide. D. P. VAIL.

Sworn before me, Feb'y 2, 1855. THOS. SOMMERS,
Com'r of Deeds.

No. 2.

New York Supreme Court.

DAVID P. VAIL
ads.
MARSHALL A. MATHIS, Collector, &c.

City and County of New York, *ss.*

David P. Vail, the defendant, being duly sworn, deposes and says, that he has not, and since a period anterior to the commencement of this action, has not had in his possession, or under his control, any written directions, powers, authority, or directions to buy the necessary furniture for any steamboat or boat whatever, or to provide sufficient or any supplies, for the purpose of bringing such steamboat or boat to California, or to register such steamboat or boat; or, as her Captain to bring her to California, at any time given by John Van Pelt (named in what seems to be a petition in this action of the plaintiff (although it has no date) having appended to it an affidavit which appears by jurat thereof to have been sworn to on the twenty-fifth day of January last), in his lifetime, or by any one else in his, said Van Pelt's, lifetime. And deponent further says, that it is not true that said John Van Pelt, in his lifetime, ever at any time, directly or indirectly furnished to deponent or furnished deponent, with any letter of credit whatever, for any amount or sum of money whatever. And deponent further says, that he has not, and since a period anterior to the commencement of this action, has not had in his possession, or under his control, any letter of credit last aforesaid, or any one for any sum of money whatever, given to him by said Van Pelt, or any agent of said Van Pelt, acting as such in the lifetime of the said Van Pelt. And deponent further says, that he has not, and since a period anterior to the commencement of this action, has not had in his possession, or under his control, any draft or bill of exchange, which he ever drew upon any administrator or administrators of said John Van Pelt, as such administrator or administrators, or otherwise; and he, deponent, says that he never drew any draft or bill of exchange, at all upon any administrator or administrators of said John Van Pelt, as such administrator or administrators, or otherwise, or in any capacity. And deponent further says, that it is an absolute falsehood that he, since the death of said John Van Pelt, has continued to act or acted, in anything, or for the accomplishment of any purpose, under any power or authority of any kind or description, derived from said Van Pelt, or thereunder made any contract whatever in reference to the building, purchasing, or taking to California, of any steamboat whatever; or received any voucher, or kept any account of the expenditures, or any of them, or the costs, or any of them, of any such boat, or of the building, finishing, taking care of, navigating, insuring, or taking to California, of any such boat; or, of the expenditure of any money received by him, deponent, or any part of it, which was in, about, or concerning any such boat last aforesaid. And he, deponent, says that it is untrue that he has made any contract in reference as last above mentioned, or received any voucher, or kept any account of any of the matters last aforesaid, in relation to any steamboat or boat, which was the property of said Van Pelt at the time of deponent's acting, or at the time of said Van Pelt's death; or in which he, said Van Pelt, legally held a share as part owner at the time of his death. And deponent says that it is not true that he ever detained any steamboat or boat at New York, contrary to any instructions from any person, whose instructions deponent was bound to regard, at any time or for any period; or that he ever has appropriated any moneys which he received from any person, in fitting, building, furnishing, or finishing any steamboat whatever. And deponent denies that he ever converted any steamboat or part of a steamboat whatever, or any moneys derived from the sale thereof, which did not belong to him, to his own use. Deponent says that this action was commenced on the seventh day of October last. Deponent says, that he never gave or signed a bill of sale of any steamboat to Mr. Deming, or the Calais Company mentioned in said petition. Deponent says, that before his previous application for a discovery in this action, mentioned in said petition, or before the service of said petition, the plaintiff in this action never requested deponent to make any discovery or disclosure to him as to the merits of this action, and has never made any application therefor from deponent, except by legal process. Deponent says, that he has never had any written correspondence with Richard Chenery mentioned in said petition, in his capacity of administrator of said John Van Pelt, and never had any written correspondence at all with any other of the administrators of said John Van Pelt. Deponent says, that with the exception of what is stated in his answer in this action in relation to the plaintiff being collector of the personal estate of John Van Pelt aforesaid, and his authority as such collector, all the statements in his said answer are true. Deponent says, that he does not admit to be true, any fact stated in said petition, which he, deponent, has omitted to contradict in this affidavit.

D. P. VAIL.

Sworn before me, Feb'y 2, 1855. THOS. SOMMERS,
Com'r of Deeds.

No. 3.

New York Supreme Court.

DAVID P. VAIL
ads.
MARSHAL A. MATHIS.

City and County of New York, *ss.*

David P. Vail, the defendant, being duly sworn, deposes and says, that it is untrue that he, since the death of John Van Pelt, mentioned in the petition for a discovery in this action which has no date, but which has an affidavit of the plaintiff appended to it, purporting to have been sworn to on the twenty-fifth day of January, eighteen hundred and fifty-five, has continued to act, or acted, in anything or for the accomplishment of any purpose, under any power or authority of any kind or description derived from said Van Pelt, or from any executor, administrator, or personal representative, acting as such of said Van Pelt, or thereunder, has made any contract whatever in reference to the building, furnishing or taking to California, of any steamboat whatever, or received any voucher or kept any account of any of the expenditures or any of the costs of any such boat, or of the building, finishing, taking care of, navigating, insuring, or taking to California of any such boat; or, if any of the expenditure of any money, or any part of any money, received by him, deponent, which expenditure or expenditures was or were in, about, or concerning any steamboat whatever. And deponent says that it is untrue that he has ever made any contract in reference as last above mentioned, or received any voucher, or kept any account of any of the matters last aforesaid in relation to any steamboat, any part of which, at the time of deponent's acting, was the property of said Van Pelt at the time of his death, or of any executor, administrator, or personal representative of said Van Pelt, as such, since said Van Pelt's death. And deponent says that he has not, and, since a period anterior to the commencement of this action, has not had in his possession or under his control any contract, voucher, or account in writing above mentioned.

And deponent says that it is not true that he ever detained any steamboat or boat at New York contrary to any instructions from said Van Pelt, by himself or his agent, in his lifetime; or from any executor, administrator, or personal representative of said Van Pelt, acting as such since the death of said Van Pelt. Deponent says that he has not, and, since a period anterior to the commencement of this action, has not had in his possession or under his control any written letters, correspondence, or written papers or documents whatever from Richard Chenery, mentioned in said petition, acting in the capacity of an administrator of said Van Pelt; or as such administrator to deponent, or any paper writing mentioned in said petition, and therein stated in effect to have been used or given in any part of the State of California, or any bill of sale of the steamboat "Adelaide" mentioned in said petition; or of any indemnifying bond or bonds in relation to said steamboat.

And deponent says, on information and belief, that the plaintiff was not appointed administrator of the personal estate of said Van Pelt in New York until almost a month after the commencement of this action; and he says that at the time mentioned in said petition as that at which he, the plaintiff, was appointed collector of the personal estate of said Van Pelt in New York, namely: on the fifteenth day of September, eighteen hundred and fifty-four, said steamboat Adelaide was not within the jurisdiction of the State of New York. And deponent says, on information and belief, that whilst the plaintiff, as collector of Van Pelt's personal estate in New York, is prosecuting deponent and William W. Vanderbilt, mentioned in said petition, each for the proceeds of the sale of said steamboat, the mother of said Van Pelt has commenced a suit in admiralty in the District of Massachusetts, as the administratrix of the personal estate of said Van Pelt in Boston, in Massachusetts, to recover said steamboat in specie as belonging to said Van Pelt at the time of his death, and is prosecuting such suit in that place. D. P. VAIL.

Sworn before me, March 14th, 1855.

DAVID J. CHATFIELD, Com'r of Deeds.

No. 4.

New York Supreme Court.

David P. Vail
ads.
Marshal A. Mathis, Collector, &c.

City and County of New York, *ss.*

David P. Vail, the defendant, being duly sworn, deposes and says, that he has not, and since a period anterior to the commencement of this action, has not had in his possession, or under his control, any book, paper, writing, written charge, account, voucher, receipt, discharge, or other written document, used before the Judge of Probate in San Francisco, or any part of the State of California, or any Judge of Probate mentioned in the petition in this action of the plaintiff, having an affidavit appended thereto, appearing to be sworn to January 25th, 1855, on any settlement or account, before such Judge of Probate, of any administrator or administrators of John Van Pelt, deceased, mentioned in said petition, at any time, or any book, paper, writing, written document, letter of credit, voucher, account, bill of sale, receipt, discharge, or bill of charges, mentioned in said petition and therein stated or charged to have been delivered to William W. Vanderbilt, therein mentioned, or to be in the possession or under the control of said Vanderbilt. D. P. VAIL.

Sworn the 27th day of March, 1855, before me,
SMITH E. LANE, Com'r of Deeds.

No. 5.

New York Supreme Court. First District.

David P. Vail
ads.
Marshal A. Mathis, Collector, &c.

County of Suffolk, *ss.*

David P. Vail, the defendant, being duly sworn, deposes and says, that he has not, and since a period anterior to the commencement of this action, has not had in his possession or under his control, any passbook, or part of a passbook, paper, writing, letter, document, contract, account, bill, voucher, draft, or letter of credit, relating to any steamboat whatever, with the building, contracting to build, superintending, fitting, furnishing, or taking to California, or any other place, of which, or with the using, detaining, or discharging, or permitting any other person to use, detain, or discharge, which this deponent had anything to do, by or by reason of any employment of John Van Pelt, mentioned in a petition of the plaintiff served in this action, for a discovery therein, which is not dated, but which has an affidavit appended thereto, purporting to have been sworn to in January last, or by or by reason of any employment by any personal representative, executor, administrator, collector, or otherwise, said John Van Pelt, or of his estate, or any part thereof, or by or by reason of any contract, express or implied, made by deponent with said John Van Pelt in his lifetime, or any personal representative of him aforesaid, since his death. D. P. VAIL.

Sworn and subscribed on the 1st day of May, 1855, before me,
P. B. JENNINGS,
Justice of the Peace.

All of which we have caused by these presents to be exemplified, and the seal of the Supreme Court to be hereto affixed.

Witness Hon. J. Sutherland, Justice, at the city of New York, this sixth day of January, A. D. 1859, and of our independence the 83d. JOHN CLANCY, Clerk.

State of New York, City and County of New York, *ss.*

I, J. Sutherland, a presiding justice of the First Judicial District of the Supreme Court of the State of New York, do hereby certify that John Clancy, whose name is subscribed to the preceding exemplification, is clerk of the city and county of New York, and clerk of the Supreme Court of said State for said county, and as such has the custody of the records and files of said Supreme Court in said county; that said seal thereto affixed is the proper seal of said Supreme Court for said county, and that the attestation of the above is in due form.

In witness whereof I have hereunto subscribed my name this sixth day of January, A. D. 1859. J. SUTHERLAND.

Respondent's Testimony.

Interrogatories to be propounded to William Deming, a witness to be examined on behalf of the def'ts in the above entitled cause:—

Interrogatory first. State your name, age, residence, and occupation.

Interrogatory second. Whether or not did you at any time, and when, and where, and with whom, contract to purchase the steamer Adelaide?

Interrogatory third. If you shall have stated that you did make such contract, on whose behalf did you make it? If on behalf of the defendants in this suit, whether was any other agent of the defendants present and acting with you in making such contract, and who?

Interrogatory fourth. Annex a copy of said contract to your answer, and state what was the state of said steamer at the time of the execution of the same.

Interrogatory fifth. Why did David P. Vail join in said contract?

Interrogatory sixth. Whether or not did you at any time, and when, purchase said steamer, and whether was such purchase made in pursuance of the contract above mentioned?

Interrogatory seventh. How much, and when, and how, and whom, did you pay for said steamer?

Interrogatory eighth. Whether or not was a bill of sale of said steamer made; if yea, to whom, and where, and if to you alone, why to you alone? And annex a copy of the same.

Interrogatory ninth. Whether or not did you make a bill of sale of said steamer to the defendants? If yea, where? And annex a copy of the same. State whether the same was recorded, and where and when.

Interrogatory tenth. Was the money you paid for said steamer the money of the defendants, and did you receive the same of the defendants for the purpose of paying for said steamer?

Interrogatory eleventh. If you shall have stated that you contracted with W. W. Vanderbilt and David P. Vail for the purchase of said steamer, when, where, and how did you become acquainted with them?

Interrogatory twelfth. Did said Vanderbilt apply to you, or did you apply to him to purchase the same? If you applied to him, how came you to do so? Had you any, and what previous acquaintance with him?

Interrogatory thirteenth. If you shall have stated that you made such contract in the city of New York, how came you to be in New York at that time? For what purpose did you go there? How long did you remain there? What business had you there at that time?

Interrogatory fourteenth. What representations, if any, did said Vanderbilt make to you as to the title of said boat, and his ownership of the same? What papers, if any, did he exhibit to you as evidence of the ownership of said steamer?

Interrogatory fifteenth. Whether or not did you hear, or were you, up to the time of your receiving the bill of sale of said steamer, aware that any parties or persons in California, or elsewhere, other than said Vanderbilt, had any right or interest in said steamer?

Interrogatory sixteenth. Whether or not was it stated to you, or did you in any way hear or learn, before or at the time of the purchase of said steamer, that John Van Pelt, or the estate of John Van Pelt, had any right or interest in said steamer?

Interrogatory seventeenth. Whether or not had you any knowledge, notice, or intimation, during your negotiations with said Vanderbilt, and until the completion of the purchase of and payment for said steamer, that said Vanderbilt was not the sole and absolute owner of the same, and had not full and perfect power to convey a complete and perfect title to the same?

Interrogatory eighteenth. Whether or not, if you had received any notice or intimation, or had entertained any suspicion that the said Vanderbilt was not the sole owner of said steamer, and had not power to convey a perfect title to the same, should you have made said contract and taken a conveyance of said steamer?

Interrogatory nineteenth. If you shall have stated that in contracting for the purchase of said steamer you acted on behalf of the defendants, why was not the conveyance of the same made by said Vanderbilt to the defendants?

Interrogatory twentieth. If you shall have stated that the contract for the purchase of said steamer was made with you and Wm. Todd, why was not the same conveyed to said Todd and yourself?

Interrogatory twenty-first. Whether or not did you give said Vanderbilt any agreement of indemnity at the time of the conveyance of said steamer? If yea, annex a copy of the same, and state why you gave the same.

Interrogatory twenty-second. What was the state of said steamer at the time you made the contract for purchasing? What, if anything, was done to her after you made such contract, and before you took the conveyance of her, and by whom?

Interrogatory twenty-third. Why was the condition as to said steamer's going to California inserted in the bill of sale? What reason, if any, was assigned for introducing such condition?

Interrogatory twenty-fourth. When did you first hear, or in any way become aware of any claim of any interest in said steamer, on the part of the estate or heirs of John Van Pelt?

Interrogatory twenty-fifth. When did you first learn or hear, or in any way become aware that there was any claim or suggestion that William W. Vanderbilt, at the time of the conveyance by him to you of such steamer, if he made such conveyance, was not the sole and absolute owner of said steamer, and had not the right to convey the same, and to make a perfect title to the same?

Interrogatory twenty-sixth. Whether or not was the price paid for said steamer the full value of the same, or how otherwise?

Interrogatory twenty-seventh. Whether or not any other officer, or agent, or stockholder, of said corporation, had anything to do with the purchase of said steamer but yourself and Mr. Todd; and whether or not any other officer or agent of said corporation had any knowledge of any claim of interest or ownership in said steamer, by the said John Van Pelt, or his estate, or heirs, or representatives, before the purchase of and payment for said steamer, or before the conveyance of the same by said Deming to said deft. corporation?

Interrogatory twenty-eighth. Whether or not were you at the time of the purchase of said steamer, an officer and a stockholder in the defendant corporation; and have you been so ever since? If not, when did you cease to be such?

Interrogatory twenty-ninth. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

Interrogatories to William Todd.

Interrogatories to be propounded to William Todd, a witness to be examined on behalf of the defendants in the above entitled cause.

Interrogatory first. State your name, age, residence, and occupation.

Interrogatory second. Whether are you an officer or stockholder in the defendant corporation? If yea, how long have you been so?

Interrogatory third. Whether or not did you at any time, and when, and where, either alone or in connection with any other person, and who, make a contract for the purchase of the steamer Adelaide?

Interrogatory fourth. For whom did you act in making such contract, and state all the circumstances connected with your being employed to make such contract?

Interrogatory fifth. If such contract was in writing, annex a copy of the same to your answer.

Interrogatory sixth. If such contract was made with William W. Vanderbilt and David P. Vail, how and when did you become acquainted with them?

Interrogatory seventh. What representations were made to you, if any, in regard to the ownership of said steamer, and by whom?

Interrogatory eighth. Who did you treat with and regard as the owner of the same?

Interrogatory ninth. If you shall have stated that William W. Vanderbilt was the owner of said steamer, or that you treated with him as such, why did David P. Vail join in such contract for the sale of the same?

Interrogatory tenth. Whether or not did you learn in any way, or hear, that John Van Pelt, or the estate of John Van Pelt, or the heirs of said Van Pelt, had any right or interest in said steamer, or made any claim to the same?

Interrogatory eleventh. Whether or not did you hear or learn in any way that any person other than William W. Vanderbilt had any right, interest, or claim in or to said steamer? If yea, how?

Interrogatory twelfth. What notice, knowledge, or intimation had you, during your negotiations with said Vanderbilt, and the making the contract for the purchase of said steamer, that said Vanderbilt was not the sole and absolute owner of the same, and had not power to convey a complete and perfect title to the same?

Interrogatory thirteenth. Whether or not was said steamer conveyed to you? If not, why not?

Interrogatory fourteenth. Whether or not were you in New York at the time of the conveyance of said steamer?

Interrogatory fifteenth. Why was the provision inserted in the contract for the purchase of said steamer about her going to California?

Interrogatory sixteenth. When did you first hear or learn of the claim of the estate or heirs of John Van Pelt, to said steamer?

Interrogatory seventeenth. When did you first learn or hear that it was claimed or pretended that said William W. Vanderbilt was not sole and absolute owner of said steamer at the time of making said contract, and had not full right and power to sell and convey the same?

Interrogatory eighteenth. What was the price you contracted to pay for said steamer?

Interrogatory twentieth. Whether or not if you had received any notice, or intimation, or had entertained any suspicion that said Vanderbilt was not the sole owner of said steamer, and had not power to convey a perfect title to the same, should you have made said contract?

Interrogatory twenty-first. Whether or not any other officer, or agent, or stockholder of the defendant corporation, had anything to do with the purchase of said steamer but yourself and Mr. Deming, and whether or not you or any other officer, or agent, or stockholder of said corporation, had any knowledge of any claim or interest or ownership in said steamer by the said John Van Pelt, or his estate, or heirs, or representatives, before the purchase of and payment for said steamer, or before the conveyance by said Deming to said defendant corporation?

Interrogatory twenty-second. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

HUTCHINS & WHEELER,
Solicitors for Defendant.

Cross-interrogatories to be propounded to William Todd and William Deming, witnesses to be examined on behalf of the defendants in the above entitled cause.

First cross-interrogatory. Whether or not you are acquainted with Richard Chenery, of San Francisco? If you ever saw him, where did you see him, and when?

Second cross-interrogatory. If in answer to the direct interrogatories, you say you purchased the steamer Adelaide of William W. Vanderbilt, please state whether or not said Vanderbilt applied to you in person to purchase said steamer? By whom was the negotiation commenced? If more than one interview took place between you in regard to said sale, state where the first took place, who was present, and what occurred at said interview.

Third cross-interrogatory. What, if anything, was said at that time about the ownership or destination of the Adelaide?

Fourth cross-interrogatory. Whether or not at that time the materials for her upper works or cabins were stowed in the steamer, and whether or not other preparations had been made for a voyage to California?

Fifth cross-interrogatory. How soon afterwards did you have another interview with said Vanderbilt about the purchase of said steamer? Who was present? In whose office or counting-room was it? State specifically what then took place.

Sixth cross-interrogatory. What was then said about the ownership of the Adelaide?

Seventh cross-interrogatory. Were any agreements then reduced to writing, and executed by any parties? If yea, what agreements, and by whom signed? Please annex the same or accurate copies thereof to this your deposition. If not in your possession, state in whose possession they are.

Eighth cross-interrogatory. Did David P. Vail enter into your contract to purchase the Adelaide? Whose, and what interest did he represent in the steamer? State specifically what parties he represented himself to be acting for. What are their names and residence?

Ninth cross-interrogatory. Did you have any other interviews with Vail or Vanderbilt before the purchase of the steamer was completed? If yea, how many? Where were they? In whose presence?

Tenth cross-interrogatory. Did not Vanderbilt inform you before you saw Vail that Vail had come from California and represented the interest of parties there, and that he must consult him, Vail, before making a sale? Was Vail in the city at the time? If nay, how long was it before he returned to the city? Did Vanderbilt wait to consult Vail? If yea, how long? What, if any, contract was made by Vanderbilt in the absence of Vail? If the title was solely in Vanderbilt, what was the necessity of consulting Vail?

Eleventh cross-interrogatory. Did you have any interview with Vanderbilt at the office of Mayhew, Talbot, & Co.? Who were present at that interview?

Twelfth cross-interrogatory. What persons were present when the final conveyance of the steamer was made? When and where were the papers executed? By whom signed? Was there any paper besides a bill of sale, and if yea, what instrument? By whom signed and what were its terms and conditions? Please annex the originals or accurate copies of all such papers to this deposition.

Thirteenth cross-interrogatory. Did you consult counsel in relation to the title? If yea, whom; and when did you employ said counsel? Did Vail and Vanderbilt employ counsel? If yea, whom?

Fourteenth cross-interrogatory. What was said about the destination of the Adelaide? What reason was given why, after getting the steamer ready to go to California, she was not to use the waters of California?

Fifteenth cross-interrogatory. Whether or not any sum of money was named in the bill of sale to be forfeited by you in case the steamer used the waters of California within three years? If yea, what sum? Was or not that sum to be paid to Richard Chenery, and why was it payable to him?

Sixteenth cross-interrogatory. Please annex copies of all the letters written by you to the firm of Mayhew, Talbot, & Co., and of those received by you from that firm, from the time of the date of the first contract for the purchase of the Adelaide to the first of October in the same year.

SHEPLEY & DANA, Sol'rs for Compl't.

I, William Deming, of Calais, in the county of Washington, and State of Maine, on oath, depose and say in answer to the several interrogatories and cross-interrogatories annexed to the foregoing commission, as follows:—

To the first interrogatory. I answer, I reside in Calais; am fifty-four years of age and am a merchant.

To the second interrogatory. I made an agreement with William W. Vanderbilt and David P. Vail in New York, August 3d, 1854, for the purchase of the steamer Adelaide.

To the third interrogatory. I made the contract in behalf of the defendants. There was another agent of the defendants present at the making of the contract, William Todd.

To the fourth interrogatory. I annex a copy. At that time the steamer was pretty much finished except her cabin and saloon.

To the fifth interrogatory. I am unable to say. I understood at the time that he had no interest in the steamer, and do not know why he joined in the contract unless as security.

To the sixth interrogatory. I did purchase said steamer in pursuance of said contract, on the ninth day of September, 1854.

To the seventh interrogatory. The contract price was eighty-eight thousand dollars for the steamer complete. I paid that sum and about fifteen hundred dollars in addition for extras not on the schedule. The sum was paid to W. W. Vanderbilt, five thousand dollars on the execution of the contract, August 3, 1854; fifteen thousand dollars August 23; and the remainder of the purchase money, Sept. 9. It was paid in money.

To the eighth interrogatory. A bill of sale of the Adelaide was made on the 9th of September to me alone. It was made to me in New York. It was stipulated in the contract of sale that a special mortgage should be given that the steamer should not go to California for three years, and as there was some doubt of my authority to bind the defendants to comply with that stipulation, I took the bill of sale in my own name and personally engaged to carry out that portion of the bargain.

To the ninth interrogatory. I made a bill of sale of the steamer to the defendants at Eastport, September 26, 1854; I annex a copy of it. It was recorded in the district of Passamaquoddy the same day.

To the tenth interrogatory. Mr. Todd and myself advanced for the company the first five thousand dollars, and the company refunded it to us. The remainder of the purchase money I received of the defendants for the purpose of paying for the steamer.

To the eleventh interrogatory. I first saw Vanderbilt on board the Adelaide, on or about the 20th of July, 1854, and became acquainted with him at that time. I became acquainted with Vail on or about the 3d of August, 1854, on board the Adelaide; I went on board the steamer for the purpose of examining her.

To the twelfth interrogatory. I applied to said Vanderbilt for the purchase of the steamer. I went on board the steamer and found him there acting as owner, and inquired of him relative to her; I had no previous acquaintance with him; I learned from him at that time that the steamer was for sale.

To the thirteenth interrogatory. I was in New York at that time for the purpose of purchasing a steamer for the defendants. I remained there for a day or two; I had no other business at that time than to look for a steamer.

To the fourteenth interrogatory. Vanderbilt represented to me that he was sole owner of the boat and shew me the certificate of the builders to that effect.

To the fifteenth interrogatory. Up to the time of receiving a bill of sale of said steamer, I did not hear that any parties or persons in California or elswhere, except W. W. Vanderbilt, had any right or interest in said steamer.

To the sixteenth interrogatory. I did not.

To the seventeenth interrogatory. I had not; I had no doubt at the time of the conveyance that Vanderbilt had a perfect title to the steamer.

To the eighteenth interrogatory. If I had had the slightest doubt about Vanderbilt's title or power to convey the steamer, or had received any notice or intimation that he was not the sole owner, I should not have made the contract and taken the conveyance.

To the nineteenth interrogatory. I have already answered this interrogatory in my answer to my eighth interrogatory.

To the twentieth interrogatory. Mr. Todd was not present at the time the conveyance was made. He was unable to go to New York at that time, and consequently he could not sign the agreement that the steamer should not go to California. For this reason the conveyance was made to me alone.

To the twenty-first interrogatory. I did; and annex a copy.

To the twenty-second interrogatory. The steamer was finished at the time of making the contract, except the saloon and cabin. She was finished by Vanderbilt before the conveyance.

To the twenty-third interrogatory. Vanderbilt refused to convey unless the condition was inserted in the conveyance, and as it was of no consequence to us, I did not inquire particularly about it.

To the twenty-fourth interrogatory. The first I heard of any claim was about the fifteenth of September, by letter from Mayhew, Talbot & Co., of New York, dated Sept. 12, 1854.

To the twenty-fifth interrogatory. The first I heard was by means of the letter from Mayhew, Talbot & Co., I have already referred to.

To the twenty-sixth interrogatory. The price paid was a fair price for the steamer.

To the twenty-seventh interrogatory. No agent or officer of the defendants, except Mr. Todd and myself, had anything to do with the purchase of the steamer. I am not aware that any officer, agent, or stockholder of the company, had any knowledge of any claim of ownership by John Van Pelt, or his estate, in the steamer, before I conveyed her to the company.

To the twenty-eighth interrogatory. At the time of the purchase I was treasurer and agent of the company, and have been so ever since. I have been a stockholder until the 26th of March, 1858, when I sold out my stock.

To the twenty-ninth interrogatory. I cannot add anything further to what I have already stated, except that in making the purchase of the Adelaide, and in taking a conveyance of her, I acted upon the belief that W. W. Vanderbilt was sole owner of her, and that he alone had the right to convey her; and I had no intimation from any quarter, that any other party had any interest in her. Had I entertained any doubt upon this point, I should not have bought her.

WM. DEMING.

To the first cross-interrogatory. I answer, I am not.

To the second cross-interrogatory. I applied to W. W. Vanderbilt, and commenced the negotiations as I have already stated. The first interview between us took place on board the steamer. The engineer of the Eastern City, John Marshall, and I think the engineer of the Adelaide, were present. Some general conversation occurred then as to the boat and her value. I cannot state the particulars of it.

To the third cross-interrogatory. Vanderbilt, at that time, represented himself as owner of the steamer, and that he originally built her to go to California.

To the fourth cross-interrogatory. At that time the finish of her cabin and saloon was got out and stowed in her cabin. I do not know of any other preparations for the voyage.

To the fifth cross-interrogatory. I think I did not see Vanderbilt again until the 3d of August. I saw him first that day on board the boat, and afterwards in the counting-room of Mayhew, Talbot & Co. Some of the members of the firm, and D. P. Vail, were present. We then made the bargain with him for the purchase of the steamer.

To the sixth cross-interrogatory. Mr. Vanderbilt, at that time, stated that he was the sole owner of the steamer.

To the seventh cross-interrogatory. There was an agreement made at that time, signed by W. W. Vanderbilt, D. P. Vail, William Todd, and myself, a copy of which is annexed.

To the eighth cross-interrogatory: David P. Vail entered into the contract. I cannot state why he did so. He did not claim to represent any interest in the steamer at that time, or to represent any parties interested in her.

To the ninth-cross-interrogatory: I don't recollect of any other interviews, before the bargain was made, with either Vail or Vanderbilt.

To the tenth cross-interrogatory: I saw Vanderbilt before I saw Vail. Vanderbilt for some reason wanted to see Vail, and sent for him to come to the city, but what the reason was I cannot say. He did not represent him as being interested for any parties owning her. Vail was in Long Island, I think, at the time. He came to the city perhaps a day or two after, I cannot say how long. Vanderbilt did wait to see Vail; I cannot say how long. There was no contract made by Vanderbilt in the absence of Vail, but he made a written offer to sell at my first interview with him, on the 20th of July, without consulting Vail. I cannot say why he consulted Vail. I do not know why Vail signed the contract of sale, unless as security for Vanderbilt. We paid $5000 to Vanderbilt at the time of the execution of the contract.

To the eleventh cross-interrogatory. I had an interview there on the 3d of August. Todd, Vail, and some of the members of the firm of Mayhew, Talbot & Co. I had another interview with him at the same place, Aug. 23d. Vail and some of the members of the firm were present.

To the twelfth cross-interrogatory: The papers were completed in the office of Thomas Fessenden, on the 9th of September. Fessenden, Vanderbilt, Vail, Mr. Mayhew, of the firm of Mayhew, Talbot & Co., and E. C. Benedict were present. The bill of sale was signed by W. W. Vanderbilt and myself. There was an agreement besides the bill of sale, given by me to Vanderbilt, and an agreement signed by Vail and Vanderbilt to me. I annex copies of said papers.

To the thirteenth cross-interrogatory. I consulted counsel to superintend the drafting of the papers, and to see if there were any claims against the steamer. I employed Mr. E. C. Benedict a day or two before the papers were completed. Vanderbilt employed Mr. Thomas Fessenden to draw the papers, but what counsel they had I cannot say.

To the fourteenth cross-interrogatory: It was said that the Adelaide was originally destined to go to California, but that they had more steamers there than was wanted.

To the fifteenth cross-interrogatory: There was a sum of fifty thousand dollars to be forfeited in that case. That sum was to be paid to Richard Chenery, but why it was made payable to him I cannot say. The whole stipulation as to California was of no consequence, because we had no idea of sending her there, and consequently I did not take much notice about it.

To the sixteenth cross-interrogatory: I annex copies of letters received from Mayhew, Talbot & Co. I kept no copies of the letters I wrote, and cannot annex them. WM. DEMING.

Agreement to Sell.

(Same as found on page 27.)

Agreement of Indemnity.

(Same as found on page 37.)

Copy of Bill of Sale to Deming.

(Same as found on page 28.)

Copy of Bill of Sale from Deming.

(Same as found on page 32.)

Copy of Deming's Bond.

(Same as found on page 36.)

Letters of Mayhew, Talbot & Co.

New York, September 12, 1854.

William Deming, Esq., Calais, Maine:

Dr. Sir: A person has just come to see us, arrived here from California, saying that he is agent for the heirs of Van Pelt, who claim $\frac{13}{20}$ of the steamer Adelaide for funds furnished by them to Vanderbilt, and shows fight as far as he talks. What there is in this we know not. He says the boat cost $106,000, has been sold too low, and that he will try and make good his claims. He has taken out letters of administration, &c. What all this will amount to is not known. In haste,

Yours, MAYHEW, TALBOT & CO.

New York, September 15, 1854.

William Deming, Esq., Treas'r, Calais, Maine,

Dr. Sir: Yours of the 13th came duly to hand, and we enclose the document referred to in the same. We have taken a certified copy of it, in case this miscarries by mail, and also press copy in our letter book of this date.

The gent. referred to in our former letter has called once since, and is as sanguine as he ever was; from that we learn he would go east, but really it does not seem to us, that he has any recourse except against Vanderbilt, to whom he entrusted his money and agency, and from whom alone he must claim his rights. We have heard, with much pleasure, the performance of the Adelaide, and think she bids fair to do well. In our city nothing of importance worthy of communicating has occurred. Laths down to 1.87½ cash. Many arriving.

Yours resp'tly, MAYHEW, & TALBOT & CO.

I, William Todd, of St. Stephen, in the province of New Brunswick, on oath depose in answer to the several interrogatories and cross-interrogatories annexed to the foregoing commission, as follows:—

To the first interrogatory I answer: I reside in St. Stephen, am fifty-five years old, and am a merchant.

To the second interrogatory: I am an officer and a stockholder in the defendant corporation, and have been so ever since its organization.

To the third interrogatory: I made a contract for the purchase of the steamer Adelaide, in New York, in the year A. D. 1854, in connection with William Deming.

To the fourth interrogatory: In making the contract, I acted for the Calais Steamboat Company; I was accidentally in New York, and was requested by Mr. Deming to advise with him.

To the fifth interrogatory: The contract was in writing, and I annex a copy.

To the sixth interrogatory: I was introduced to W. W. Vanderbilt and D. P. Vail by William Deming, at or about the time of the purchase.

To the seventh interrogatory: Representations were made to us by Vanderbilt that he owned the Adelaide.

To the eighth interrogatory. With Vanderbilt.

To the ninth interrogatory. I have no recollection why David P. Vail joined in the contract with Vanderbilt. I did not suppose him in any way interested in the steamer.

To the tenth interrogatory. I did not learn or have any intimation of any kind, that John Van Pelt, or the estate of John Van Pelt, or the heirs of John Van Pelt, had any right or interest in the steamer until the suit was commenced against the steamer.

To the eleventh interrogatory. I did not. I supposed William W. Vanderbilt the sole owner.

To the twelfth interrogatory. I had no notice, knowledge, or intimation that said Vanderbilt was not the sole and absolute owner of the steamer, with full power to give a complete and perfect title to her.

To interrogatory thirteenth. She was not conveyed to me. I left New York immediately after the bargain was closed, and was not there at the time of the conveyance to Mr. Deming.

To fourteenth interrogatory. I was not.

To the fifteenth interrogatory. I do not know, but supposed Vanderbilt was interested in steamboats in California, and did not wish the Adelaide to go there, and interfere with their business.

To the sixteenth interrogatory. I did not hear of the claim of the estate or heirs of Van Pelt to the steamer until the suit was commenced against her, unless I was informed by Mr. Deming after the conveyance of the steamer; but, I have now no recollection of Mr. Deming informing me.

To the seventeenth interrogatory. I did not hear or learn in any way, that it was claimed or pretended, that William W. Vanderbilt was not sole and absolute owner of the steamer at the time of making the contract with us, until some time after I returned home, after making the contract of purchase in New York, of which I have annexed a copy.

To the eighteenth interrogatory. The price was eighty-eight thousand dollars.

To the nineteenth interrogatory. The price was a fair price for said steamer.

To the twentieth interrogatory. If there had been the least suspicion on our part about title, or about Vanderbilt's right to convey, we should never have made the contract.

To the twenty-first interrogatory. No other officer, or agent or stockholder of the defendant company had anything to do with the purchase of the steamer but Mr. Deming and myself, and neither I or any other officer or agent or stockholder, to my knowledge, of the said company, had any knowledge of any claim of interest or ownership in the said steamer by John Van Pelt, or his estate or heirs or representatives, before the payment of the steamer, or before her conveyance to said Deming.

To the twenty-second interrogatory. I know nothing further.

WM. TODD.

Cross-interrogatories.

To the first cross-interrogatory. I am not acquainted with Richard Chenery of San Francisco, and never saw him.

To the second cross-interrogatory. Said Vanderbilt did not apply to me to purchase the steamer. The negotiation was commenced between Deming and Vanderbilt. I think there was more than one interview took place between Vanderbilt and us. All the interviews took place on board the Adelaide. Vanderbilt and Deming and myself were present; and on one occasion Vail was present also.

To the third cross-interrogatory. Mr. Vanderbilt said he built her to go to California, and afterwards concluded to sell her.

To the fourth cross-interrogatory. I cannot say about the materials, but think some preparations had been made to go to California.

To the fifth cross-interrogatory. All the interviews previous to the purchase were on board the Adelaide. The bargain was reduced to writing at the counting-room of Mayhew, Talbot & Co. Mr. Deming, Mr. Vanderbilt, Mr. Vail, Mr. Butler, and whether other members of the firm were present or not I cannot say. I have no recollection of anything occurring other than reducing the contract with Mr. Vanderbilt to writing.

To the sixth cross-interrogatory. I do not recollect that anything was said at that time about the ownership of the steamer.

To the seventh cross-interrogatory. I have already annexed to this deposition a copy of the contract of purchase, and that is the only agreement I recollect of.

To the eighth cross-interrogatory. I am entirely unable to say why Vail signed the agreement of purchase. I did not understand that he represented any parties interested in the steamer in California or elsewhere.

To the ninth cross-interrogatory. I did not have any other interview with Vail or Vanderbilt before the purchase.

To the tenth cross-interrogatory. Vanderbilt did not inform me before I saw Vail, that Vail had come from California, and represented parties there. My impression is that he wanted to see Vail before closing the trade, but for what purpose I do not know. I think Vail was out of the city, and came in the next day, and was present on board the boat at the second interview. No contract was made with Vanderbilt in Vail's absence. What the necessity was for consulting Vail I don't know.

To the eleventh cross-interrogatory. I do not recollect but one interview at the office of Mayhew, Talbot & Co., and I have already testified about that.

To the twelfth cross-interrogatory. I cannot answer this question, as I was not present.

To the thirteenth cross-interrogatory. I did not consult counsel, and do not know Vail and Vanderbilt doing so.

To the fourteenth cross-interrogatory. I was not present at the conveyance, and cannot say.

To the fifteenth cross-interrogatory. I make the same answer.

To the sixteenth cross-interrogatory. I neither wrote or received any letters from the firm at that time. WM. TODD.

Agreement to Sell.

(Same as found on page 27.)

Interrogatories to be propounded to David P. Vail, a witness to be examined in behalf of the defendants in the above-mentioned cause.

Interrogatory first. State your name, age, residence, and occupation.

Interrogatory second. Were you acquainted with John Van Pelt, late of San Francisco, California, and when and where did you last see him?

Interrogatory third. Do you know William W. Vanderbilt, and how long have you known him?

Interrogatory fourth. Whether or not did said John Van Pelt make any statement to you in regard to any arrangement or agreement with said William W. Vanderbilt, for the construction of a steamboat, to be called the Adelaide? If yea, state all that he said about it.

Interrogatory fifth. If you shall have stated that said Van Pelt informed you that said Vanderbilt was to build such steamer in his own name, and have her enrolled in the custom house, in New York, when completed, in his own name, as his sole property, state why this was to be done. What reason did said Van Pelt give therefor?

Interrogatory sixth. When did you leave San Francisco, for what place and for what purpose?

Interrogatory seventh. Whether or not after you left San Francisco, or at any time, and when, was there any arrangement or instructions that any, and what part, of said steamer when completed should be enrolled in your name?

Interrogatory eighth. Had you any interest in said steamer? If yea, what?

Interrogatory ninth. If you shall have stated that you had no interest in said steamer, why was any part of the same to be enrolled in your name? Whose interest was to be so enrolled and represented in your name, and why was the same to be so enrolled? State fully the arrangements and instructions in regard to the same, and why such arrangement was made and instructions given.

Interrogatory tenth. When did said John Van Pelt die?

Interrogatory eleventh. What progress had been made in the construction of said steamboat at the time of the death of said John Van Pelt? State particularly.

Interrogatory twelfth. Whether or not did you have any correspondence with said John Van Pelt during his lifetime, or after his death, with his administrators, Richard Chenery, Horace P. Janes and Frank Johnson, or either of them, in regard to said steamer Adelaide? If yea, annex copies of all such correspondence and letters, and your replies to the same, and, if you cannot annex copies of the same, state the substance of the same.

Interrogatory thirteenth. Whether or not did you receive any, and what instructions from the administrators of said Van Pelt, or either and which of them, in regard to the sale of said steamer? If yea, who gave them; when were they given? If in writing, annex the same, or a copy of the same, to your answer.

Interrogatory fourteenth. Whether or not was there at any time, a contract made for the sale of said steamer? If yea, when, by whom, to whom and for what sum?

Interrogatory fifteenth. If you shall have stated that you joined in such contract, why did you do so? Had you any interest in said steamer?

Interrogatory sixteenth. If you shall have stated that a contract was made for the sale of said steamer to William Deming and William Todd, what representations were made to said Deming and Todd, if any, as to the title and ownership of said steamer?

17th. Whether or not were said Deming and Todd, or either of them, at any time and when informed that said John Van Pelt, or the estate or heirs of said Van Pelt, had any interest, title or claim of title in said steamer? If yea, by whom were they or either of them so informed, and state all that was said and to whom in regard to the same?

Inter. 19th. What notice or information if any, was given to said Deming and Todd, or either of them, that said Vanderbilt was not the sole and absolute owner, and had not full and perfect right to convey the same.

20th. If you shall have stated that a contract was made for the sale of said steamer to said Deming and Todd, state whether said steamer was subsequently conveyed and a bill of sale of the same made to said parties, or either of them, and when and by whom.

21st. If you shall have stated that said steamer was conveyed to said Deming alone, why was she so conveyed, and not to him and Todd?

22d. How much, and when did Deming pay for said steamer, and to whom did he pay the same?

23d. Whether or not was the amount paid by said Deming for the steamer paid to you? If yea, when and by whom?

24th. What did you do with the money you received? To whom and when did you pay or remit it? If you say that you remitted it, or any part of it, to Richard Chenery, one of the administrators of the estate of said John Van Pelt, state how much you so remitted, and where and how; and whether or not the receipt of the same was acknowledged by him, and annex a copy of such acknowledgment. If you did not remit the whole amount received by you, state why not, and what you did with what you retained, and why you did so.

Inter. 25th. Whether or not did you direct said Vanderbilt to sell said steamer? If yea, who did you act for and represent in so doing and directing?

26th. Why was the condition in regard to said steamer's going to California inserted in the bill of sale of said steamer by said Vanderbilt to said Deming?

27th. Whether or not have you been sued by any one, and who, as the representative of the estate of said John Van Pelt, and when and where, and by whom, and in what court, and for what, and is or is not said suit now pending? Annex to your answer a copy of all the proceedings in said suit authenticated by the clerk of the court in which the same is pending.

Inter. 28th. Whether or not have you at any time, and when, had any personal interest or property in said steamer?

29th. Whether or not did you at any time, and when, take possession of, or exercise any, and what control over said steamer?

30th. What person, other than said Vanderbilt, had any possession of or exercised any control over said steamer up to the time of the sale of the same to said Deming?

31st. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

HUTCHINS & WHEELER,
Solicitors for the Resp's.

Cross-interrogatories to be propounded to David P. Vail, a witness, to be examined on behalf of the defendants, in the above mentioned cause.

First cross-interrogatory. Prior to September 15th, A. D. 1853, were you employed in California as captain or agent of any steamboat using the waters of California, in which John Van Pelt was interested as owner, or part owner? If yea, by whom were you employed? When? How long did the employment last, and what was its nature? What were the boats in which said Van Pelt was interested? State their names and the amount of his interest in each. And were not a portion, and what portion, of these boats running under the control of a company, and called the Union line? Or if called by any other name, state the name.

Second cross-interrogatory. If in answer to the sixth direct interrogatory you say you were employed by the owners of the steamboat Adelaide, in California, to come to New York to superintend the completion of said steamer, and bring her round to California, or for any other purpose in connection with said boat, state the name of each and every of these owners. Did they, or either, and which of them, furnish you with any letter of attorney or authority in writing in regard to said steamer? If yea, produce and annex to your deposition the same or a copy thereof, if in your possession or under your control. If not under your control, where is said letter of attorney or written authority? Did you not furnish Shephard and Parsons, or any other person, and who and when, with said letter of attorney or authority in writing, or a copy of the same for the use of Wm. Deming of the Calais Steamboat Company, or for the use of the counsel of said Deming? Has not said Deming or the counsel of the Calais Steamboat Company said original or a copy now? Please obtain same and annex it to your deposition.

Third cross-interrogatory. Did you not arrive at New York in the month of October, A. D. 1853? When and where, after your said arrival, did you first see Wm. W. Vanderbilt? Did you call upon him? If yea, for what purpose? Did you exhibit to him any letter of attorney or authority in writing from any persons in California, giving you any oversight, control, or direction over said steamer Adelaide? If yea, from whom was said letter or authority? What was the nature of it? Please annex the same or a copy of same to your deposition, if not already annexed. By the terms of said authority were you not to take the control of said steamboat thenceforth? Did said Vanderbilt at first recognize said authority?

Fourth cross-interrogatory. Did not John Van Pelt state to you, before you left California, that he had sent Wm. W. Vanderbilt to New York to build for him a steamer, to be called the Adelaide, to run on the inland waters of California, and did not said Van Pelt employ you to come to New York and take charge of said steamboat as captain and master, and navigate her to California for him, and other persons interested in said boat?

Fifth cross-interrogatory. Did not John Van Pelt furnish you before you left California with a letter of credit issued by the Banking House of Page, Bacon & Co., of California, upon the American Exchange Bank, in the city of New York, for fifty thousand dollars, or if for any other sum, what sum, to be drawn by the firm of Chenery & Johnson, of New York, and by them paid over to you for the purpose and use of the California owners of the steamboat then building for them in New York, under Wm. W. Vanderbilt? If he furnished you with any letter of credit, describe the same fully, and state particularly how the funds were expended.

Sixth cross-interrogatory. State if you were not furnished by John Van Pelt with full power to take the papers from the custom-house in New York in your name for his part of the boat, and bring her to California to him? If the said power was in writing, produce the same, and annex a copy to your deposition. State if you had powers of attorney when you left California from any other person in California claiming to be an owner in said steamboat. If so, from whom was said power, and annex a copy thereof to your deposition?

Seventh cross-interrogatory. State if you, David Van Pelt, and William Gale, were not sent to New York by John Van Pelt, with the concurrence of the others interested in her, to take charge of the Adelaide. And was not Wm. W. Vanderbilt ordered by said John Van Pelt to assist you in the finishing and fitting out said steamer to go to California? State if you did not pay William Gale the sum of two hundred and fifty dollars after you knew said John Van Pelt had died, to enable him, the said Gale, to return to California. State if an inventory for furniture, cutlery, glassware, silverware, beds, bedding, and everything connected with the table and cooking department of said steamer, was not furnished to you by John Van Pelt before you left California; and state if said inventory is not in the handwriting of Wm. Gale. Please annex said inventory or a copy thereof to your deposition. State if you were not informed by John Van Pelt that he sent said Gale to New York for the purpose of selecting the outfits, and did not said Van Pelt have him in his employ immediately previous to his coming or starting for New York?

Eighth cross-interrogatory. Did not John Van Pelt inform you he was having the Adelaide built by Wm. W. Vanderbilt in New York to come to California and form a daily line in connection or with the steamer Antelope? And was not said Van Pelt then owner of three quarters of said Antelope? And was not said Antelope then running in connection to divide profits with the Union Line, so called, or in some connection, and what? And was not John Van Pelt an owner in most of the Union Line boats, and to the extent of one quarter or more, and had you not been employed in said line, and in what capacity, and for what length of time?

Ninth cross-interrogatory. Did you not write back to John Van Pelt by the first conveyance after your arrival in New York, respecting the said steamer Adelaide? If so, annex a copy of your said letter; if unable to do so, state if the one produced and shown you by the commissioner is not the original, and if so, annex a copy of the same. And have you not been informed that John Van Pelt died before another mail steamer left California after you had left California for New York? Did you ever receive any instructions from John Van Pelt after you left California, and did not the next mail which left San Francisco after you did bring the intelligence to you that he was dead, and did not David Van Pelt so inform you, and did ever you write more than one letter to John Van Pelt from New York after your arrival? If so, annex copies of the same.

Tenth cross-interrogatory. Was not your trip to New York, so far as the steamer Adelaide was concerned, solely for the interest of John Van Pelt and the others in California, and who were they and what interest did they severally claim claiming an interest in said steamboat? And was you not empowered to represent yourself as their authorized agent in your transactions in the matter, and did you not so represent yourself?

Eleventh cross-interrogatory. State who was present in California when you received your instructions from John Van Pelt, or any other person, in reference to enrolling the Adelaide in New York in your name. State when said interview took place, and if you were not informed who were the owners of the steamer Adelaide. And if eighteen-twentieths ($\frac{18}{20}$ths) of said steamboat was not claimed to be owned in California by John Van Pelt and others besides Wm. W. Vanderbilt? If yea, who were said persons, and what was the interest of each?

Twelfth cross-interrogatory. State how you know when John Van Pelt died. Who informed you and how were you informed? If by letter, produce the same and annex a copy thereof.

Thirteenth cross-interrogatory. State the dates of your several letters to and from John Van Pelt. If you state you corresponded with the administrators of John Van Pelt's estate, state how you were informed that there were administrators to his estate, and where they resided, and in what State they were appointed administrators, and upon what property they administered, and where said property was situated during the time you corresponded, and how you know there was administration. If you say you corresponded with Richard Chenery, H. P. Janes, and Frank Johnson, or either of them, state if they respectively signed said letters as administrators of John Van Pelt's estate, and in what State? Produce copies of all such letters and annex same to your deposition. Did they, or either of them, claim to have been appointed to act in New York?

Fourteenth cross-interrogatory. Was not Richard Chenery an owner in the steamboat Adelaide when you left California? Was not Frank Johnson an agent for John Van Pelt at Sacramento when you left California? And did you not constitute him your agent to transact your business while you might be absent in coming to New York, and did not said Johnson act as your agent, and was he not to be an owner in the Adelaide to the extent of one-twentieth ($\frac{1}{20}$th), and were you not ordered so to enroll her in New York by John Van Pelt and the other owners before you left California? And who were said others?

Fifteenth cross-interrogatory. State if prior to March 1st, A. D. 1854, you received instructions from Richard Chenery, H. P. Janes, Frank Johnson, or either and which of them, to sell the steamer Adelaide in New York. State who so instructed you, and how; and if in writing, annex a copy of such instructions. Was not a company formed in California of which Richard Chenery was made president, combining all the steamboat interest running on the inland waters of California? When did you first hear of the formation of said company? And was not Richard Chenery an owner in several steamers that were placed under the control of said company? And did not the order of sale come from said Chenery after he became president of said company? And was not said company called the California Steam Navigation Company? And did not said Chenery inform you at the same time that he ordered the sale of the Adelaide, if he did so order, that he was so appointed president, and that the company, meaning the California Steam Navigation Company, would pay the sum of twenty-five thousand dollars, provided the steamer Adelaide was sold in New York under a penal bond of fifty thousand dollars not to come into the waters of California for three years from date of sale? Did you not inform Wm. W. Vanderbilt that you had received orders to sell said steamer? And state if Wm. W. Vanderbilt did not procure a bill of sale of said steamer Adelaide from Lupton & McDiarmed immediately after you informed him of your having an order to sell her. And did he not refuse to give you control of said boat until you had agreed to settle with him for a claim said Vanderbilt set up, and what was the nature and amount of that claim? State if Lupton & McDiarmed were not the builders of the hull only, and if they did not deliver over said boat as soon as she was launched to you and said Vanderbilt, and was not their bill paid before the date of the bill of sale?

Sixteenth cross-interrogatory. State if you did not write to California to Richard Chenery, immediately after the order to sell came to you, requesting him to send you a power of attorney from the heirs of John Van Pelt. If so, annex a copy of said letter. State if you did not receive an answer to said letter from said Richard Chenery. If so, produce it, and annex a copy thereof.

Seventeenth cross-interrogatory. State where you were when you first received intelligence of William Deming and William Todd's wishing to purchase the Adelaide? State how and from whom you received such information; if by letter, annex the same or a copy of same. State why you were sent for. State if you did not advertise the Adelaide for sale in the New York papers in your own name.

Eighteenth cross-interrogatory. State if you were not notified by the heirs of John Van Pelt, that they did not wish that part of the steamer Adelaide sold, which was the property of John Van Pelt or his heirs, and were you not so informed before the fifth day of July, A. D. 1854, and did you not write to Richard Chenery two letters to that purport on the said fifth day of July, and was not one of said letters sent by mail, and the other by Captain Corsay, of Sag Harbor? And did not he, Capt. Corsay, leave for California that day? And did he not part with you at the Clinton Hotel about one o'clock P. M.? Please annex copies of said letters.

Nineteenth cross-interrogatory. State if you had not received from Wm. W. Vanderbilt before said fifth day of July, a full account of the moneys he had received from John Van Pelt, or any other person, to be appropriated in building said steamer, together with accounts of the disbursements of the same, and state if you did not make up a full account of all moneys you had received through Chenery & Johnson or Chenery & Son, of New York, with the disbursements of the same, and inclose it in a letter dated July 5th, A. D. 1854, to R. Chenery, of California, by mail. If yea, please annex a copy of said account.

Twentieth cross-interrogatory. State if you did not yourself hold all the authority to sell eighteen-twentieths ($\frac{18}{20}$) of said boat, that was held in New York (excepting the aforesaid authority Vanderbilt claimed by virtue of the bill of sale or carpenter's certificate from Lupton & McDiarmed), and did not Vanderbilt and Deming require your sanction and concurrence in the sale?

Twenty-first cross-interrogatory. State if John W. Marshall was not present at your first interview with Vanderbilt, Deming and Todd; and state if said Deming and Todd were not informed that said John Van Pelt first sent Vanderbilt to New York, to commence the construction of said boat, and that said Van Pelt subsequently sent you to New York with funds to complete her and give her an outfit, and bring her to California; and that said Van Pelt died in fifteen days after you left California, and that since the death of said Van Pelt, the steamboats of California had been consolidated into one company: that they did not wish more boats there, and wished to have the Adelaide sold in New York; and that the administrators of said John Van Pelt had ordered the sale; and did you not show the order from Chenery to sell? State if you did not inform Deming and Todd that you had full authority from the California administrators, to convey or concur in a sale of the interest of the estate of John Van Pelt, and all others in California. State if you informed the purchasers who the bond of fifty thousand dollars was required by, and to protect what interest, and where said interest was, and state who said bond was payable to. Did not you, or Wm. W. Vanderbilt in your presence, fully inform Deming and Todd, during some interview before the sale of said boat to said Deming, for what parties in California you acted, and by what authority you acted?

Twenty-second cross-interrogatory. State if Deming and Todd were not informed that the Adelaide was built for parties in California, but owing to the death of John Van Pelt, and the forming of the California Steam Navigation Company, she was not wanted, and the owners and administrators had ordered her sold in New York; and did you not so inform them in the presence of John W. Marshall and Spencer, the steward, in various conversations before said sale to Deming, and did you not so swear before Judge Slorson on trial of an action pending in the Superior Court of the city of New York, in the year 1855, in which action Wm. W. Vanderbilt was plaintiff, and Marshal A. Mathis was defendant? And for the thirty days next succeeding the contract of sale of said boat to said Deming and Todd, was not the name of John Van Pelt used in nearly every conversation had between you and Vanderbilt, and Deming and Todd, relating to alterations that were made in and about the construction of said boat? and were not such consultations frequent?

Twenty-third cross-interrogatory. State if the furniture for said steamer Adelaide was not packed in cases and stowed in the hull of said steamer ready for the voyage to California, and if you and Vanderbilt did not, after taking from said furniture a sufficient quantity to comply with your contract of sale of the Adelaide, sell to said Deming, acting for himself or the Calais Steamboat Company, the remainder. And for what price?

Twenty-fourth cross-interrogatory. If in answer to the thirtieth direct interrogatory, you shall have stated that the said steamer was conveyed to any one, state how you know of such conveyance; were you present, and did you assent or dissent thereto? State whether said Richard Chenery, Frank Johnson, Richard M. Jessup, ratified the sale of the Adelaide, and assented thereto; if they, or either of them dissented, state in what manner. Were they not advised of the sale? and did they not advise thereto, and concur therein?

Twenty-fifth cross-interrogatory. Was or not said William Todd a citizen of the United States? Was he or not a citizen of the Province of New Brunswick?

Twenty-sixth cross-interrogatory. State how much the said Deming paid for the steamer Adelaide, and how it was paid, and by whom paid. Was it by checks? if so, by whose checks, and to whom were they made payable? State the number of checks and amounts of the same respectively, and how much, if anything, the said Deming paid for the extra furniture, and to whom he paid it, and to whom did it belong before it was sold to said Deming, and who ordered it sold, and whose money paid for it when it was purchased, and for what purpose it was purchased.

Twenty-seventh cross-interrogatory. State if Mayhew, Talbot & Co. did not pay you fifteen thousand dollars of the purchase-money of said boat, and the balance of said purchase-money to said Vanderbilt.

Twenty-eighth cross-interrogatory. State if you remitted any money to Richard Chenery, administrator of John Van Pelt's estate in California, or to H. P. Janes, administrator, or to Frank Johnson, administrator; if yea, what? State if you made any remittance to the administrators of John Van Pelt's estate in California, of the proceeds of the sale of said boat; if yea, what? State if Vanderbilt retained any part of the thirty thousand dollars remitted him from California, and if any, how much.

Twenty-ninth cross-interrogatory. State if you directed Vanderbilt to sell by virtue of authority received from parties in interest residing in California. And did Deming and Todd, or either of them, so understand you.

Thirtieth cross-interrogatory. State if the order to sell required you to sell only on condition that a bond should be given by the purchasers, that the steamer should not use the waters of California within the term of three years, and was it not complied with by Deming under your order from Richard Chenery and not from any order that Vanderbilt had received from California. Did not Vanderbilt receive orders from you and act under your directions in making the sale, and in everything appertaining thereto? And did you not employ Fessenden as your counsel to draw the papers including the bill of sale and the said bond, and did he not draw them and assist and advise with Benedict, and was not Benedict the counsel for the purchasers in the whole matter? And did he, the said Benedict, not assist in finally getting a certificate of enrolment of said steamer at the custom-house in New York without her having been first inspected by any United States inspector? And did not the Adelaide leave New York without having been so inspected?

Thirty-first cross-interrogatory. State if you did not at all times after your arrival in New York, hold the entire control of all funds provided for the building and furnishing the said steamer, and jointly with Vanderbilt, contract with upholsterers, hardware merchants, ship chandlers, sail makers, riggers, &c., toward the furnishing of said boat, and pay their bills for articles so ordered and furnished, or provide Vanderbilt with funds to do so; and did you not authorize the drawing of all sums of money from California used or expended in furnishing and fitting out the Adelaide in New York after you arrived from California, up to the time of her sale and delivery to Deming?

Thirty-second cross-interrogatory. If in answer to the twenty-seventh direct interrogatory, you shall have annexed copies of the proceedings inquired for in said interrogatory, please annex hereto five certain affidavits made and filed by you in said cause, two of which were sworn to by you February 2d, A. D. 1855, one of which was sworn to by you March 14th, A. D. 1855, and one on the twenty-seventh of said March, and one on the first day of May, A. D. 1855; unless you have already annexed copies of the same in answer to said interrogatory.

Thirty-third cross-interrogatory. Did you not receive by due course of transmission from California, a letter from Richard Chenery, dated on or about August 15th, A. D. 1854, advising you that Marshall A. Mathis had left California for New York? If yea, please produce same and annex copy of said letter to your deposition, and produce and annex copies of all letters, in any manner relating to said Adelaide, received by you from said Chenery, which were written to you in said month of August, A. D. 1854.

Thirty-fourth cross-interrogatory. What is the present pecuniary responsibility of Wm. W. Vanderbilt and to what extent is he now able to respond in damages?

Thirty-fifth cross-interrogatory. State whether or not William Deming, either personally or by attorney, and if by attorney, state the name of said attorney, has called on you to defray all, or any portion, and what portion, of the expense of defending this suit. Have you not been requested to aid in said defence? if yea, when, where, and by whom? Have you not within the period of two or three months last past, and when, and for what purpose, visited Boston? Did you not while there, or at some other place, consult with the counsel, or some of the counsel, and who, of the Calais Steamboat Company in relation to your testimony to be taken in this cause, and in relation to the manner in which the Adelaide was built and sold? Have you not furnished said counsel with a full verbal statement of your connection with said boat, and with copies of all correspondence relative to the building of said boat?

Thirty-sixth cross-interrogatory. Have you ever seen any copy of the direct or cross-interrogatories in this case before they were addressed to you by the commissioner? or have you ever heard them, or either, or any of them, read by any one, or has any one ever communicated to you, verbally or in writing, the substance of them, or any of them, or informed you in any way directly or indirectly as to their contents, or as to what you would be called upon to testify or answer? If yea, state who, and when, and where, and if you have received any written communication on the subject, annex the same or copies thereof.

SHEPLEY & DANA,
Complainants' Solicitor.

To the first interrogatory he saith: David P. Vail; age 41 years; reside at Sag Harbor, Long Island, and am a ship master.

To the second int. he saith: I knew him. The last time I saw him was the fifteenth of Sept. 1853.

To the third int. he saith: I do know him, and have known him since 1852.

To the fourth int. he saith: He did state to me in the month of September, 1853, that Wm. W. Vanderbilt was building a steamboat in New York, as I understood him, with the understanding that his name was not to appear in the contract or anything appertaining to the boat. He did not make any statement to me about the contract, or how she was to be fitted. There was something said about in whose name her papers were to be taken out. Her papers were to be taken out in my name, D. P. Vail, as owner of $\frac{10}{20}$ths, Richard Chenery $\frac{4}{20}$ths, R. M. Jessup $\frac{3}{20}$ths, Frank Johnson $\frac{1}{20}$th, and W. W. Vanderbilt $\frac{2}{20}$ths. At that time I agreed to come on to New York and take charge of the vessel, and take her to California.

To the fifth int. he saith: We did not state that the vessel was to be enrolled in his name as his sole property.

To the sixth int. he saith: I left San Francisco 16th September, 1853, for New York, and for the purpose of taking charge of this steamboat after she was built.

To the seventh int. he saith: I have already answered this in my answer to the fourth interrogatory.

To the eighth int. he saith: I had no interest in her.

To the ninth int. he saith: I have answered as fully as I can in my answer to the fourth interrogatory—as I there said, Mr. Van Pelt was anxious that his name should not appear in the contract, or anything appertaining to the boat, and he urged upon me the necessity of keeping it secret, and not let it be known that he had anything whatever to do with the boat. I cannot state why any part should be enrolled in my name, except that he desired it, and would not state to me why it was so.

To the tenth int. he saith: He died as I understood the 29th of September, 1853, and before my arrival in New York.

To the eleventh int. he saith: I can't say as to the time of his death. I did not arrive here until October, and the first time I saw her was about 10th or 11th of October. She was then in frame. She had no plank on her bottom, or decks on her.

To the twelfth int. he saith: I did correspond with Mr. Van Pelt, and wrote him one letter only, a copy of which I hereto annex, marked A. After the death of Mr. Van Pelt I corresponded with Mr. Chenery, and no one else, with reference to the business of the boat. The substance of the letters to Mr. Chenery was how the boat was progressing from time to time, acknowledg't of funds received from him, and all other matters connected with the building of the boat, fitting her out, &c.

To the thirteenth interrogatory he saith: I received no instructions from any person except Mr. Chenery. Mr. Chenery instructed me to have the boat sold if possible. I think I received his letter of instructions the fore part of April, 1854. I have not the letter that I know of, and therefore cannot annex a copy.

To the fourteenth interrogatory he saith: There was a contract made for the sale of said steamer on or about third August, 1854, by Mr. Wm. W. Vanderbilt and myself, to Messrs. Todd and Deming. The sum was to be $88,000.

To the fifteenth int. he saith: I had no personal interest in her, but as I had received from Mr. Chenery all the money except some $30,000 which Mr. Vanderbilt had received before my connection with her, I was representing Mr. Chenery's, and the owners of the boat's interest who were in California.

To the sixteenth int. he saith: The representations to Messrs. Deming and Todd was, that the grand bill of sale was from the builders to Mr. Vanderbilt, and also the builder's certificate was to Mr. Vanderbilt, and it was mentioned at the time that I represented owners in California, and that I consented to the sale by authority of instructions from Mr. Chenery to that effect.

To the seventeenth interrogatory he saith: I don't think John Van Pelt's name was mentioned in the transaction at all. He had been a long time dead, and both Vanderbilt and myself were acting under instructions from Mr. Chenery, with whom we had done all the business from the time the boat was a skeleton until she was sold, and he also was one of the administrators of John Van Pelt's estate.

To the nineteenth int. he saith: I don't know that any notice or information was ever given to them that Vanderbilt had not full and perfect right to convey the same. Deming and Todd understood from Vanderbilt and myself that the vessel was built for parties in California, and the reason that she was sold was because the business had changed there, and the boat was not wanted.

To the twentieth int. he saith: The vessel was conveyed by Wm. W. Vanderbilt to Mr. William Deming, and a bill of sale given to him, dated 9th Sept., 1854, I think.

To the twenty-first int. he saith: Mr. Deming represented himself as President of the "Calais Steam Navigation Company," and authorized to buy and pay for this boat, and I don't know of any other reason, except that Mr. Todd was not on here at the time the bill of sale was given.

To the twenty-second int. he saith: The contract price was $88,000, and in addition to this was some thirteen or fourteen hundred dollars more for some extras that were not in the inventory which was furnished him at the time of purchase. The whole amount was paid to Wm. W. Vanderbilt, I believe, and he paid it over to me. It was paid in instalments, at the signing of the contract $5,000, in twenty days $15,000, and the balance when bill of sale was given.

To the twenty-third int. he saith: I have answered this question in my last answer to the twenty-second interrogatory.

To the twenty-fourth int. he saith: I remitted it to Mr. Chenery at San Francisco. The first remittance was, I think, 20th September, 1854, amount $30,000, and I think another remittance on the 5th of October of same year, of $40,000. I remitted it by certificates of deposit on the American Exchange Bank. He did acknowledge the receipt of the money. I have not the copy of acknowledgment in my possession. I retained a portion of the money to pay off claims against the boat. There was a mortgage also of $5000, which I held against the estate of Van Pelt and Chenery jointly, which I paid, out of the funds in my hands, by consent, and the mortgage was cancelled.

To the twenty-fifth int. he saith: I directed him so far as this, that it was the request of Mr. Chenery that she should be sold. I represented Mr. Chenery as administrator of John Van Pelt's estate, myself, and the owners.

To the twenty-sixth interrogatory he saith: Our instructions were to sell on condition that she should not go to California within three years. The reason why was, that she was built to run on the Sacramento River, and there were parties who would buy her, and send her there to run in competition with steamboat lines already there, and it was an express condition that she could not be sold, unless upon the condition that she was not to go to California.

To the twenty-seventh int. he saith: I have been sued by M. A. Mathis, in the Supreme Court in New York City, in 1854, for $70,000, and that suit is now pending.

To the twenty-eighth int. he saith: I never had any personal interest or property in said vessel.

To the twenty-ninth int. he saith: I never pretended to have or exercise any control over the steamer.

To the thirtieth int. he saith: I don't know of any other.

To the thirty-first int. he saith: The boat was sold in good faith by us, and bought in good faith; her value was paid for in cash; she was sold for her value; and all proceedings on our part was had without any reference to any unfair or unjust proceedings in the premises.

To the first cross-interrogatory he saith: I never was a captain of any steamboat that he owned, to my knowledge. I was agent of a line of steamers called the "Union Line of Steamers," of which he was reputed to be an owner in the line. I was employed by Richard Chenery, who was the agent of the line at San Francisco, and I was subagent at Sacramento City from about the 1st December, 1852, to September 15, 1853. He was reputed to be interested in the "Confidence" and "Wilson G. Hunt." I know nothing of his interest in them.

To the second cross-interrogatory he saith: I have already stated in my answer to the fourth interrogatory the names of the owners, &c. Mr. Van Pelt gave me a power of attorney when I left California to take charge of the vessel as captain, to help fit her out, pay her bills, and assume charge of her after she was finished. Mr. Van Pelt died before I got home, and it not being of any use to me after his death, it got lost or mislaid, and I have not seen it since, although I have searched for it many times when I thought it was needed. I did not furnish Shephard and Parsons, or any other person, with the original or a copy of the same.

To the third cross-int. he saith: I did arrive in New York in the month of Oct., 1853. I saw Wm. W. Vanderbilt the day after my arrival at Green Point, Long Island, where the boat was building. I called upon him to see him, and let him know that I had come from California to take charge of the boat as captain when she was completed. I did not exhibit to him any letter of attorney, or authority, but only a letter of instruction from Richard Chenery. I have already stated the nature of the letter. I cannot annex the letter, for I have not got it, nor a copy of the same. I don't think the letter is in existence. Mr. Vanderbilt recognized all the authority there was in that letter.

To the fourth cross-int. he saith: This cross-interrogatory has all been answered by me in my answer to the fourth interrogatory.

To the fifth cross-int. he saith. He did not furnish me with any money or credit.

To the sixth cross-interrogatory he saith: The only power I had in the matter I have stated in my answer to the fourth interrogatory. I had no other power.

To the seventh cross-interrogatory he saith: David Van Pelt and Wm. Gale came home in the same vessel with me, and they were to go out in the vessel with me. I don't know who they were sent by. Wm. W. Vanderbilt was ordered to assist in finishing and fitting out the Adelaide. I was ordered by Mr. Chenery to pay Mr. Gale $250, after Mr. Van Pelt died, to enable him to go to California, as he was not wanted here. There was a list of articles for the general furnishing the boat, furnished to me by somebody, I don't remember who, the day I left California. The inventory was not in the handwriting of Gale. This was a memorandum without any signature. I cannot annex a copy, because I have not got it. John Van Pelt did not inform me that he sent Gale to New York for the purpose of selecting outfits. Van Pelt I believe had him in his, immediately previous to his coming. He was sent here to go out with me as steward.

To the eighth cross-interrogatory he saith: John Van Pelt said nothing to me of the kind. I do not know anything about his ownership in the Antelope. I only know she was on the river running, but how the profits were divided I don't know. I had nothing to do with her. I don't know what interest Mr. Van Pelt owned. I have answered the other part of the interrogatory.

To the ninth cross-int. he saith: This interrogatory has already been answered by me in a former answer, except that David Van Pelt did not inform me that he, John Van Pelt, was dead.

To the tenth cross-int. he saith: I have answered this cross-interrogatory in my answers to the fourth interrogatory.

To the eleventh cross-interrogatory. I never received any instructions from Mr. Van Pelt except as I have stated. I received my instructions from Mr. Chenery. I do not remember who was present, it is so long ago. The remainder of the cross-interrogatory has been answered by me in my fourth answer.

To the twelfth cross-int. he saith: The first notice I had of his death I saw it in public print. In the course of that day I received a letter from Mr. Chenery announcing his death. I have not got the letter, and cannot produce a copy.

To the thirteenth cross-int. he saith: The only letter I ever wrote to John Van Pelt was written October 19, 1853, a copy of which is annexed to this deposition, marked A. I never corresponded with any but Mr. Chenery, and I only know they were administrators from what Mr. Chenery wrote me. Frank Johnson was a resident of Sacramento City, I believe, and Chenery and Janes were residents of San Francisco, all in the State of California. I don't know as to what property they were appointed administrators, nor upon what they administered, nor where said property was situated. I only know there was administration as I have before stated. I never received a letter from any of them, signed as administrators of John Van Pelt's estate. I have no letter to annex, and don't know whether either of them claimed to have been appointed to act in New York.

To the fourteenth cross-int. he saith: Frank Johnson was an agent of John Van Pelt, the Antelope at Sacramento when I left California. He was my agent in the transaction of some of my private affairs. The other part of this cross-interrogatory has been answered by me in my *my* fourth answer.

To the fifteenth cross-int. he saith: There was such a company formed I have heard, and Chenery was President of it. I think I first heard of the formation of said company in April, 1854. I cannot say what interest Mr. Chenery had in steamboats. I think the order of sale of Adelaide came before he was elected President of the California Steam Navigation Company, but can't say certain. The instructions from Mr. Chenery to me were that any loss not to exceed $25,000 dollars from the cost, and what she would bring, if sold, the company would pay, as he had made an arrangement with the company to that effect. Mr. Chenery was the first President of the California Steam Navigation Company, but whether he was at this time, or whether the company had actually organized at this time I can't say. I, of course, informed Vanderbilt of the instructions I had received, but as to his exhibiting a bill of sale to me, I don't think he did. I don't know anything about whether he procured a bill of sale of said steamer from Lupton and McDiarmed. He did refuse to give possession of her until his claims were satisfied against her. His claims was as he alleged for money advanced John Van Pelt in part payment for his interest in the boat, and the amount for his services rendered. Lupton and McDiarmed were the builders of the hull only. She never was delivered to me at all. They delivered her to Vanderbilt, but when I don't know. I presume this bill was paid when the bill of sale and builder's certificate was rendered, but as I had nothing to do with that transaction I can't say. The other part of the interrogatory I have already answered.

To the sixteenth cross-int. he says: I don't remember that I did write such a letter, at that time.

To the seventeenth cross-int. he says: I think I was in New York when I received the intelligence stated, but can't say. I received such information from Mr. Vanderbilt. I can't tell whether by letter or not; if I was in New York, it was not by letter, if I was at home, it was, but I can't say whether I was at home or not at time. I don't know that I was sent for at all.

I did advertise the Adelaide for sale in the New York papers in my own name.

To the eighteenth cross-interrogatory he saith: I was notified by a man named Mathis to that effect, before the fifth day of July, 1854. I believe I wrote two letters to Mr. Chenery on the fifth day of July to that effect. One was sent by mail, and the other was sent by Capt. Halsey, of Sag Harbor, who left for California on that day, and parted with me at Clinton Hotel, about 1 P. M. on that day. I cannot annex copies.

To the nineteenth cross-int. he saith: I have already stated that Mr. Vanderbilt paid $30,000, towards building that steamer. I did send Mr. Chenery a memorandum of money that had been appropriated up to that time, and an estimate of how much would be required to finish her, and amount of bills unpaid, &c., with a view as to her probable cost, when completed, and bills paid. I inclosed the same in a letter (I presume of that date) to R. Chenery, of California. I cannot annex a copy because I have not got it.

To the twentieth cross-int. he saith: I had no legal authority to sell at all, without Vanderbilt's consent. I did concur with Mr. Vanderbilt in the sale to Todd and Deming.

To twenty-first cross-int. he saith: John W. Marshall was not present at any interview of mine to my knowledge with Vanderbilt, Deming and Todd. I don't think John Van Pelt's name was mentioned at all in the transaction. The bond of $50,000 was required by Mr. Chenery, to protect the interest of the California Steamboat Company payable to him, that if the boat appeared in the California water, the bond was to be enforced.

We told Mr. Deming that we were acting for parties in California who wished the boat sold.

The other parts of this interrogatory I have already answered.

To the 22d cross-int. he saith: We did state that the Adelaide was built for parties in California. I don't think we stated she was sold because John Van Pelt was dead, but because of the forming of the California Steam Navigation Company, that she was not wanted.

I don't ever remember having any conversation with Mr. Deming in the presence of Marshall and Spencer, and I don't think I did so swear before Judge Slorson on trial mentioned in said interrogatory. I have no recollections using the name of John Van Pelt in any conversations had as stated in said interrogatory.

To the twenty-third cross-int. he saith: Some portion of the steamer Adelaide's furniture was packed in cases and casks, and stowed in the hold of the steamer ready for the voyage to California. We opened them to show the parties who bought, that we gave them all we agreed to in the inventory furnished them, and we sold them the remainder at what they cost us.

To the twenty-fourth cross-interrogatory he says: I was present when she was conveyed, and assented thereto. Mr. Chenery directed the sale to be made, and assented thereto, and expressed himself pleased with the sale. I had nothing to say with the others about it. There were no remonstrances from them. I advised Mr. Chenery of the sale.

To the twenty-fifth cross-interrogatory he says: I cannot answer this interrogatory.

To the twenty-sixth cross-interrogatory he says: The steamer was sold for the price of $88,000. It was paid $5000 down, $15,000 in twenty days, and the balance when the bill of sale was given. It was paid by Wm. Deming in checks certified. I don't know whose checks they were, or to whom they were payable.

There were three or four checks; I think four checks. One was for $5,000, one $15,000 and the balance, I think, divided into two checks, but the several amounts I cannot state; but the aggregate of those two checks made up the last payment.

Deming paid $1337 31 for the extra furniture, which was paid to Vanderbilt, and the amount was included in the two last checks. It belonged to the steamer Adelaide. We ordered it sold. It was purchased for the Adelaide. It was paid for out of funds in our hands.

To the twenty-seventh cross-interrogatory he says: Part of the money was paid in Mayhew, Talbot & Co.'s office. I presume the amount was $15,000. I think all the money was paid first to Vanderbilt, and he handed the amounts to me.

To the twenty-eighth cross-interrogatory he says: I have already stated fully, that I remitted the money to Mr. Chenery, in California. Vanderbilt never retained any part of the $30,000 that I know of.

To the twenty-ninth cross-interrogatory he says: I never directed

Vanderbilt to sell, but assented to the sale by authority from Mr. Chenery, and I have already stated that they understood it so.

To the thirtieth cross-interrogatory he says: I employed Fessenden, as counsel, to draw the papers, including the bill of sale and said bond. Benedict was present, and acted for Deming. I don't know what Mr. Benedict did with reference to certificate of enrolment of said steamer at custom-house. I don't remember whether she left without having been inspected.

The other parts of the cross-interrogatory I have already answered.

To the thirty-first cross-int. he saith: I had instructions to draw on Chenery & Johnson, in New York, for all the funds I might want for the building and furnishing said steamer. Mr. Vanderbilt and myself contracted jointly for the furnishing of said boat. When Mr. Vanderbilt wanted money to pay the bills of said boat, I furnished him with the same.

To the thirty-second cross-int. he saith: I have not annexed any copies of proceedings in answer to twenty-seventh interrogatory, and therefore do not suppose the affidavits are desired.

To the thirty-third cross-int. he saith: I have not these letters, and therefore cannot produce them. I don't remember whether I received such letter or not.

To the thirty-fourth cross-int. he saith: I cannot answer this interrogatory.

To the thirty-fifth cross-int. he saith: Mr. Deming has not called upon me himself, or by attorney, to defray any portion of the expenses of defending this suit. I have not been requested to aid in said defence. I have not visited Boston within the last two or three months. I have not consulted with any counsel of the "Calais Steamboat Company," in relation to my testimony in this case, nor in relation to the manner in which the Adelaide was built and sold. Four years ago, I furnished to Mr. Hutchings, of Boston, a full verbal statement of everything connected with the boat, but I never furnished him with copies of all correspondence relative to the building of said boat.

To the thirty-sixth cross-int. he saith: I have not received any communication, verbally or in writing, from any one with reference to my testimony in this case. I have never seen the direct or cross-interrogatories, or heard them or any of them read, before they were addressed to me by the commissioner. I have not been informed by any one, in any way, directly or indirectly, as to their contents, or as to what I should be called upon to testify or answer.

D. P. VAIL.

Subscribed and sworn to before me, the 2d December, 1858.

R. E. STILLWELL, U. S. Com'r.

A.

New York, Oct. 19, 1853.

Capt. John Van Pelt, Dear Sir:

I am glad to inform you of my safe arrival here on the 9th inst., after a passage of 22—20 hours, beating the mail by about 12 hours only. Since my return I have been sick with a cold and have suffered more than during all my California experience. I was quite surprised to find the boat no farther advanced, supposing she would at least be launched, which it will take near a month longer to accomplish, and hope to sail by the 15th January, if nothing happens. Vanderbilt will give you the reasons of the delay, in his letter, a great deal better than I can. At this time things are going on as expeditiously as possible, and no further delay I hope will occur. The boat is a *bully* one, and I think you will be much pleased with her, when you see the model, which goes out in the steamer of to-morrow. In making his contracts, I think Vanderbilt has done the best for the interest of the owners he could, and has shown much ability in the matter, and nothing now remains but to drive along as fast as possible. Capt. David and John landed at Staten Island on our way up the bay. Since then have not seen him, but hear they are well. In my next I will endeavor to give you something of more interest. With wishes for a return to health, I remain, very respectfully yours. D. P. VAIL.

Interrogatories to be propounded to William W. Vanderbilt, a witness to be examined on behalf of the defendant in the above entitled cause.

Int. 1st. What is your age, residence, and occupation?

2d. Whether or not did you in the years 1853 and 1854, construct in the city of New York, a steamboat called the Adelaide?

3d. Whether or not did you enter into written contracts with parties in New York, for the construction and finishing said steamboat, her engine, &c.? If yea, annex the same, or copies of the same, to you answers. If you are unable to annex the same or copies of the same, state the reasons why you are unable to do so; and state the names of all the parties named in, and who executed said contracts, and the terms of the same.

4th. When was said steamboat completed, and to whom was she delivered by the builders?

5th. Whether or not did you receive from the builders of said steamboat a certificate? If yea, annex the same, or a copy of the same, to your answers.

Int. 6th. Whether or not did you receive from the builders of said steamboat, a bill of sale of the same? If yea, annex the same, or a copy of the same, to your answers.

7th. Whether or not was said steamboat registered or enrolled in the custom-house, in the city of New York? If yea, in whose name

as owner? And annex to your deposition a certified copy of the certificate of enrolment.

8th. Whether or not did you at any time, and when, make any contract for the sale of said steamboat? If yea, with whom? And annex a copy of the same to your answers.

9th. If you shall have stated that you made contracts with William Deming and William Todd, for the sale to them of said boat; state how you became acquainted with them, and what was your first knowledge of them and acquaintance with them.

10th. Whether or not did said Deming and Todd apply to you to purchase said boat, or did you apply to them for that purpose?

11th. Whether or not did you sell and convey said steamboat? If yea, when, and to whom?

12th. What was the price paid you for said steamboat, and to whom, how, and where was the same paid?

13th. Who furnished the money expended in the construction of said steamboat? And if the same was furnished by more than one person, state how much each person furnished.

14th. If you shall have stated that one John Van Pelt furnished any part of the money expended in the construction of said steamboat, state where said Van Pelt resided at the time, and what was your agreement with him in pursuance of which he furnished such money, and where, and when such agreement was made.

15. What did you do in pursuance of said agreement, if any such agreement was made?

16th. In whose name was it agreed between you and said Van Pelt that the contracts for the construction and finishing said steamboat should be made?

17. Whether or not was there any, and what agreement between you and said Van Pelt, in regard to whose name said steamboat should be registered or enrolled in New York on her completion?

18th. Whether or not was there anything, and what, said to you by said Van Pelt about your keeping secret any connection or interest that he might have with said steamboat.

19th. What reasons, if any, did said Van Pelt assign for such secrecy? State fully.

20. Whether or not was there any, and what agreement between you and said Van Pelt, as to whose property said steamboat should be, on her completion in New York?

Int. 21. What agreement was made between you and said Van Pelt, as to the conveyance at any time, and when and where, to said Van Pelt, of any interest in said boat?

22d. Whether or not was said Van Pelt, or any other person, and whom, other than yourself, known in the construction of said boat?

23. What was it agreed between you and said Van Pelt, should be done with said steamboat on her completion?

24th. Who was to have the possession, entire control, and man-

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agement of said steamboat, while she should remain in New York, after her completion?

25. Whether or not is said Van Pelt still living, if not, when did he die?

26. What progress had been made in the construction of said steamboat, at the time of said Van Pelt's death? State the exact condition of said boat at that time. How much money had been expended upon her at that time?

27. Who were appointed administrators of the estate of said Van Pelt, in California?

28. Whether or not were you directed by the administrators of said Van Pelt, to sell said steamboat at New York?

29. What was originally intended to be done with said steamboat when completed? Where was she to be sent?

Int. 30th. Whether or not was such original intention, at any time, and when changed, and by whose order and instruction? What did the administrators of said Van Pelt's estate, and any and which of them have to do with such change?

31st. If you have stated that you were directed by Richard Chenery, one of the administrators of said Van Pelt's estate, to sell said steamboat in New York, state how you were so directed.

32d. If you shall have stated that said William Deming paid you for said steamboat, what did you do with the money paid you by said Deming?

33d. Whether was the same, or any part, and how much of the same sent to the administrators of the estate of said Van Pelt, or either and which of them, and when and how was the same sent?

34th. If you shall have stated that any part of the amount received for said steamboat from said Deming, was sent by one David P. Vail, to Richard Chenery, one of the administrators of said Van Pelt's estate in California, state why any part was retained by said Vail; for what purpose; state particularly.

35th. If you shall have stated that you sold and delivered said steamboat to said Deming, state in whose possession, and under whose control she had been from the time of her completion and delivery by the builders, until the delivery to said Deming.

Int. 36th. Whether, in the negotiations and interviews with said Deming and Todd, you represented yourself to be acting for any person other than yourself? If so, for whom?

37th. Whether you stated, or in any way informed them, or either of them, that you acted for John Van Pelt, or the heirs of said Van Pelt, in selling said boat?

38th. Whether, in any interview with said Deming and Todd, or either of them, up to the time of the sale and delivery of said boat, was the name of Van Pelt mentioned?

39th. What representations did you make to said Deming and Todd, and each of them, in regard to the title of said boat, and your right to sell the same?

as owner? And annex to your deposition a certified copy of the certificate of enrolment.

8th. Whether or not did you at any time, and when, make any contract for the sale of said steamboat? If yea, with whom? And annex a copy of the same to your answers.

9th. If you shall have stated that you made contracts with William Deming and William Todd, for the sale to them of said boat; state how you became acquainted with them, and what was your first knowledge of them and acquaintance with them.

10th. Whether or not did said Deming and Todd apply to you to purchase said boat, or did you apply to them for that purpose?

11th. Whether or not did you sell and convey said steamboat? If yea, when, and to whom?

12th. What was the price paid you for said steamboat, and to whom, how, and where was the same paid?

13th. Who furnished the money expended in the construction of said steamboat? And if the same was furnished by more than one person, state how much each person furnished.

14th. If you shall have stated that one John Van Pelt furnished any part of the money expended in the construction of said steamboat, state where said Van Pelt resided at the time, and what was your agreement with him in pursuance of which he furnished such money, and where, and when such agreement was made.

15. What did you do in pursuance of said agreement, if any such agreement was made?

16th. In whose name was it agreed between you and said Van Pelt that the contracts for the construction and finishing said steamboat should be made?

17. Whether or not was there any, and what agreement between you and said Van Pelt, in regard to whose name said steamboat should be registered or enrolled in New York on her completion?

18th. Whether or not was there anything, and what, said to you by said Van Pelt about your keeping secret any connection or interest that he might have with said steamboat.

19th. What reasons, if any, did said Van Pelt assign for such secrecy? State fully.

20. Whether or not was there any, and what agreement between you and said Van Pelt, as to whose property said steamboat should be, on her completion in New York?

Int. 21. What agreement was made between you and said Van Pelt, as to the conveyance at any time, and when and where, to said Van Pelt, of any interest in said boat?

22d. Whether or not was said Van Pelt, or any other person, and whom, other than yourself, known in the construction of said boat?

23. What was it agreed between you and said Van Pelt, should be done with said steamboat on her completion?

24th. Who was to have the possession, entire control, and man-

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agement of said steamboat, while she should remain in New York, after her completion?

25. Whether or not is said Van Pelt still living, if not, when did he die?

26. What progress had been made in the construction of said steamboat, at the time of said Van Pelt's death? State the exact condition of said boat at that time. How much money had been expended upon her at that time?

27. Who were appointed administrators of the estate of said Van Pelt, in California?

28. Whether or not were you directed by the administrators of said Van Pelt, to sell said steamboat at New York?

29. What was originally intended to be done with said steamboat when completed? Where was she to be sent?

Int. 30th. Whether or not was such original intention, at any time, and when changed, and by whose order and instruction? What did the administrators of said Van Pelt's estate, and any and which of them have to do with such change?

31st. If you have stated that you were directed by Richard Chenery, one of the administrators of said Van Pelt's estate, to sell said steamboat in New York, state how you were so directed.

32d. If you shall have stated that said William Deming paid you for said steamboat, what did you do with the money paid you by said Deming?

33d. Whether was the same, or any part, and how much of the same sent to the administrators of the estate of said Van Pelt, or either and which of them, and when and how was the same sent?

34th. If you shall have stated that any part of the amount received for said steamboat from said Deming, was sent by one David P. Vail, to Richard Chenery, one of the administrators of said Van Pelt's estate in California, state why any part was retained by said Vail; for what purpose; state particularly.

35th. If you shall have stated that you sold and delivered said steamboat to said Deming, state in whose possession, and under whose control she had been from the time of her completion and delivery by the builders, until the delivery to said Deming.

Int. 36th. Whether, in the negotiations and interviews with said Deming and Todd, you represented yourself to be acting for any person other than yourself? If so, for whom?

37th. Whether you stated, or in any way informed them, or either of them, that you acted for John Van Pelt, or the heirs of said Van Pelt, in selling said boat?

38th. Whether, in any interview with said Deming and Todd, or either of them, up to the time of the sale and delivery of said boat, was the name of Van Pelt mentioned?

39th. What representations did you make to said Deming and Todd, and each of them, in regard to the title of said boat, and your right to sell the same?

as owner? And annex to your deposition a certified copy of the certificate of enrolment.

8th. Whether or not did you at any time, and when, make any contract for the sale of said steamboat? If yea, with whom? And annex a copy of the same to your answers.

9th. If you shall have stated that you made contracts with William Deming and William Todd, for the sale to them of said boat; state how you became acquainted with them, and what was your first knowledge of them and acquaintance with them.

10th. Whether or not did said Deming and Todd apply to you to purchase said boat, or did you apply to them for that purpose?

11th. Whether or not did you sell and convey said steamboat? If yea, when, and to whom?

12th. What was the price paid you for said steamboat, and to whom, how, and where was the same paid?

13th. Who furnished the money expended in the construction of said steamboat? And if the same was furnished by more than one person, state how much each person furnished.

14th. If you shall have stated that one John Van Pelt furnished any part of the money expended in the construction of said steamboat, state where said Van Pelt resided at the time, and what was your agreement with him in pursuance of which he furnished such money, and where, and when such agreement was made.

15. What did you do in pursuance of said agreement, if any such agreement was made?

16th. In whose name was it agreed between you and said Van Pelt that the contracts for the construction and finishing said steamboat should be made?

17. Whether or not was there any, and what agreement between you and said Van Pelt, in regard to whose name said steamboat should be registered or enrolled in New York on her completion?

18th. Whether or not was there anything, and what, said to you by said Van Pelt about your keeping secret any connection or interest that he might have with said steamboat.

19th. What reasons, if any, did said Van Pelt assign for such secrecy? State fully.

20. Whether or not was there any, and what agreement between you and said Van Pelt, as to whose property said steamboat should be, on her completion in New York?

Int. 21. What agreement was made between you and said Van Pelt, as to the conveyance at any time, and when and where, to said Van Pelt, of any interest in said boat?

22d. Whether or not was said Van Pelt, or any other person, and whom, other than yourself, known in the construction of said boat?

23. What was it agreed between you and said Van Pelt, should be done with said steamboat on her completion?

24th. Who was to have the possession, entire control, and man-

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agement of said steamboat, while she should remain in New York, after her completion?

25. Whether or not is said Van Pelt still living, if not, when did he die?

26. What progress had been made in the construction of said steamboat, at the time of said Van Pelt's death? State the exact condition of said boat at that time. How much money had been expended upon her at that time?

27. Who were appointed administrators of the estate of said Van Pelt, in California?

28. Whether or not were you directed by the administrators of said Van Pelt, to sell said steamboat at New York?

29. What was originally intended to be done with said steamboat when completed? Where was she to be sent?

Int. 30th. Whether or not was such original intention, at any time, and when changed, and by whose order and instruction? What did the administrators of said Van Pelt's estate, and any and which of them have to do with such change?

31st. If you have stated that you were directed by Richard Chenery, one of the administrators of said Van Pelt's estate, to sell said steamboat in New York, state how you were so directed.

32d. If you shall have stated that said William Deming paid you for said steamboat, what did you do with the money paid you by said Deming?

33d. Whether was the same, or any part, and how much of the same sent to the administrators of the estate of said Van Pelt, or either and which of them, and when and how was the same sent?

34th. If you shall have stated that any part of the amount received for said steamboat from said Deming, was sent by one David P. Vail, to Richard Chenery, one of the administrators of said Van Pelt's estate in California, state why any part was retained by said Vail; for what purpose; state particularly.

35th. If you shall have stated that you sold and delivered said steamboat to said Deming, state in whose possession, and under whose control she had been from the time of her completion and delivery by the builders, until the delivery to said Deming.

Int. 36th. Whether, in the negotiations and interviews with said Deming and Todd, you represented yourself to be acting for any person other than yourself? If so, for whom?

37th. Whether you stated, or in any way informed them, or either of them, that you acted for John Van Pelt, or the heirs of said Van Pelt, in selling said boat?

38th. Whether, in any interview with said Deming and Todd, or either of them, up to the time of the sale and delivery of said boat, was the name of Van Pelt mentioned?

39th. What representations did you make to said Deming and Todd, and each of them, in regard to the title of said boat, and your right to sell the same?

40th. Whether or not did you represent to said Deming and Todd that you were the owner of said boat, and that you had perfect right to sell the same?

41st. What, if anything, was said or done by you, or any other person, to said Deming or Todd, or either of them, or at any interview with them, or either of them, or in any way during the negotiations, from the commencement to the sale of said boat, intimating or indicating that you had not perfect title to said boat, and perfect right to sell the same?

42. Whether or not had you, at the time of the sale of said steamboat to said Deming, any doubt that you had a perfect right to sell the same?

Int. 43. Who did you suppose, at that time, had the absolute and perfect right to sell said steamboat?

44. What was the fair value of said steamboat at the time of the sale to said Deming?

45. Whether or not has an administrator been appointed upon the estate of said Van Pelt, in New York? If yea, when, and who was appointed?

46. Whether has one W. A. Mathis, as administrator of the estate of said Van Pelt, in New York, demanded of you the proceeds of the sale of said steamboat? If so, when?

47th. Whether or not has said Mathis, as administrator of the estate of said Van Pelt, in New York, commenced a suit against you to recover the proceeds of sale? If yea, when, where, in what court, and whether is said suit still pending?

48. Whether or not have you given a deposition in this cause, on behalf of the complainant? If yea, when, where, before what commissioner, and annex a copy of the same to your answers.

49. Do you know, or can you set forth any other matter of thing, which may be a benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully, and at large, in your answer.

The complainant objects to the thirty-fourth and forty-seventh direct interrogatories propounded by the defendants to William W. Vanderbilt, a witness to be examined in their behalf, as seeking to introduce irrelevant and incompetent testimony. And not waiving the same, but insisting on the same, the complainant files the following cross-interrogatories.

First cross-interrogatory. Whether you are or were acquainted with John Van Pelt, of San Francisco? Is he living? If not, when did he die? State whether or not you were in the employment of John Van Pelt, in California, and when? and what was the nature of that employment?

Second cross-interrogatory. Whether or not you were employed in May, 1853, or, if at any other time, when, by John Van Pelt, to make a draft of a steamer, or of a steamer to be called the Adelaide?

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Third cross-interrogatory. Whether you came from San Francisco to New York, in the year 1853? If yea, for what purpose? Did you have any agreement or arrangement with said John Van Pelt, with reference to the building of a steamboat? If so, state fully and particularly what that agreement or arrangement was.

Fourth cross-interrogatory. Whether there was any agreement or arrangement between yourself and said Van Pelt as to the registry of said steamer, and in whose name the same was to be registered, and if so, what was the arrangement and where was it made? If said Van Pelt desired not to be known as interested in said steamer, what was the reason therefor? Was or not said Van Pelt at the time owner of or interested in steamers in California? And were or not said steamers running under an arrangement between said Van Pelt and the owners of other steamers there, in which last named steamers said Van Pelt was not interested, as to the manner, places, and prices under which all of said steamers should be navigated? And was not said Van Pelt fearful that if it were known that he was interested in building a steamer in New York, designed for California, the owners of the other steamers would break off said arrangement? Did not said Van Pelt assign that as a reason for the steamer being registered in your name if it was to be so registered? And did he not also assign as a reason for this registry, that on going to New York you could make contracts in your own name for the building of said steamboat on more favorable terms than if you appeared to be acting for a party in California? And have you not so stated?

Fifth cross-interrogatory. Did John Van Pelt, before you left California, advance you any money or letters of credit, or other means towards the building of said steamer or any steamer; and if yea, when and how much? Did said Van Pelt pay you any other sums of money before you left California, and if yea, when, and how much, and for what purpose? Whether or not before leaving California the said John Van Pelt furnished you with a letter of credit for twelve thousand dollars? If yea, for what purpose? And what time was this?

Sixth cross-interrogatory. Did you receive any money, draft, or bill of exchange, or letter of credit from said Van Pelt after leaving California? And if yea, when, and how much? State particularly all you received, how it was received, for what purpose received, and to what purpose applied. Did you not receive from said Van Pelt a draft on the American Exchange Bank, or some other bank, and what, for the sum of eight thousand dollars? If yea, what was its date? Did you receive from said Van Pelt a letter dated September 1st, 1853, and when? Did not said letter contain a letter of credit on Chenery and Johnson for ten thousand dollars? And have you not so stated? Who furnished said funds and for what purpose, and what use did you make of it? If you say you expended any portion of said sum in purchasing a cylinder for the steamer Confidence, state how much you so expended. State who owned said steamer and under what directions you purchased said cylinder. Did you not acknowledge the receipt of said letter of credit for ten thousand dollars? And how? Did you not write a letter to said John Van Pelt, dated October 19th, 1853? Did you not preserve a copy of said letter? If yea, annex the same.

Seventh cross-interrogatory. Whether any different orders from those with which you left California were subsequently given to you, by said Van Pelt with reference to the registry of said steamer, and if so, when and what orders? Whether the same were or not in writing? And if so, please produce the writing and annex the same or a copy. Whether you had any other than general instructions from said Van Pelt in regard to building said steamboat, at the time you left California? Did you not await and receive from said Van Pelt specific and particular instructions, as to the construction and finish of said boat, after your arrival at New York? Did you not receive instructions from him and did you not for a time obey them? Was any arrangement made before you left California as to the manner said boat, on her completion, should be brought round to California? Did you not write to said Van Pelt for directions on these points, and have you not so stated? Did you not receive such instructions from said Van Pelt? If in writing, annex the same or copies thereof.

Eighth cross-interrog. Whether or not at one time, and when, you were directed by said Van Pelt to stop or greatly retard the work on said boat, on account of the sickness of said Van Pelt? Were not those directions in writing? If yea, annex the same or copies thereof. Did you not in obedience to those orders stop or greatly retard the work on said steamer, her engine and machinery? Whether or not you subsequently, and when, received notice, that said Van Pelt's health had improved, and orders to go on with the work, and did you not proceed in accordance with said instructions, and have you not so stated?

Ninth cross-interrog. Did you not inform the builders of the hull of said boat and the builders of the engine, or any other person, that said Van Pelt was an owner in said boat, and that the work on said boat was stopped or retarded on account of his sickness?

Tenth cross-int. Was not the work on said boat and her engine at one time, and when, stopped or retarded? If yea, for what cause, and by whose orders?

Eleventh cross-int. Do you know David P. Vail? Did he or not come to New York, and if yea, whether he did or not take charge of said steamer, and of the building, fitting and furnishing of the same? Whether or not he came from California to New York for that purpose, and for the purpose of navigating said steamer to California? Whether or not, after said Vail came to New York, your funds and instructions were, in whole or in part, received through him? For whom did said Vail act or assume to act in relation to the building and fitting of said steamer? Did not said Van Pelt send said Vail to take command of said steamer, and was not his authority from said Van Pelt in writing, and did you not examine the same? If you have any copy thereof, annex the same. Did not said Vail bring with him, or receive after his arrival in New York, letters of credit to provide funds for the completion of said steamer? And were you not by this new arrangement, to go round in said steamer to California as engineer, and have you not so stated?

Twelfth cross-int. Did you not receive orders from said Van Pelt to render said Vail assistance in the purchase of the outfits of said steamer, and did you not render such assistance? Were you not advised by said Van Pelt that the said Vail was provided with the means necessary for the completion and navigation of said steamer to California, and have you not so stated?

Thirteenth cross-int. Did you not write a letter to John Van Pelt on the fourth day of October, 1853, and also on the nineteenth of said month, and did not those letters contain statements of money received by you, and expended in the construction of said steamer, and her engine? And up to said last mentioned date, had you received any moneys towards the construction of said steamer, other than the sums furnished you by said Van Pelt? If yea, from whom, and in what manner did you receive such other sums?

Fourteenth cross-int. Do you know David Van Pelt and Thomas Gale, or either of them? If either was related to John Van Pelt, state in what degree. Did not said David Van Pelt come from California in company with David P. Vail, as an agent of John Van Pelt, to assist in taking said steamer around the Horn?

Fifteenth cross-int. What direct knowledge have you of the death of said John Van Pelt? If you were informed by letter of his death, from whom was said letter? Annex the same or a copy thereof.

Sixteenth cross-int. Had not David P. Vail and David Van Pelt and said Thomas Gale left California before the death of said John Van Pelt, and how long before? Was not said Gale sent by said John Van Pelt to act as steward in said boat on her voyage to California? Was not David Van Pelt soon after his arrival at New York, recalled on account of the death of the said John Van Pelt? When did he arrive at and when did he leave New York? Did he not arrive October 9th, 1853, and did he not leave in the December following? Did you not let him have, from funds of John Van Pelt, or his estate, one thousand dollars during his said stay in New York, and did you not render account thereof to said Vail?

Seventeenth cross-int. If in answer to the 27th direct interrogatory you have stated who were appointed administrators of the estate of (of) said Van Pelt in California, please state what knowledge you have of said administrators, and if you ever saw them?

Eighteenth cross-int. If in answer to the 28th direct interrogatory you have stated, that you were directed by the administrators of said Van Pelt to sell said steamer at New York, state how that authority to sell was communicated to you. If by personal interview, when, and where did it take place? If by letter, produce it, and annex it, or a copy thereof.

Nineteenth cross-int. Do you know Richard Chenery, of San Francisco? Was there not in the years A. D. 1853 and 1854, or in either, and which of them, a corporation styled the California Steam Navigation Company? Was not said Chenery, during that time, president of said Steam Navigation Company?

Twentieth cross-int. If in answer to the thirtieth and thirty-first direct interrogatory, you have said that any change, as to the original intentions in regard to said boat, was made, state particularly when and by whom the orders for such change were made, and in what mode? If by letter, annex it, or a copy thereof; if verbal, in whose presence? If you say it was ordered by Richard Chenery, state particularly in what capacity he made that order. Whether as one of the administrators of the estate of said John Van Pelt, or as president or officer of the California Steam Navigation Company, or as part owner of the Adelaide? If said Chenery gave any order to sell the Adelaide without bringing her to California, was not that order accompanied by an assurance that the California Steam Navigation Company would give twenty-five thousand dollars, or any other sum, and what sum of money, to have said steamer sold without being brought to California? And have you not so stated? To whom was said order of sale, if any, directed? Was it not directed to Vail, and did not the same letter which conveyed the order, contain the assurance that the California Steam Navigation Company would pay twenty-five thousand dollars?

Twenty-first cross-int. If in answer to the thirteenth direct interrogatory, you say any money was furnished for the building of said steamer by any other person than John Van Pelt, state particularly from whom, and in what sums and manner said other money was furnished.

Twenty-second cross-int. What are the names of the builders of the hull of the Adelaide? If she was delivered by them to you, where was it, and when? Whether or not she was removed to New York, and how soon after the delivery aforesaid? What was the then condition of the steamer as regards completion? When were her engines put on board? Did she make a trial trip? If yea, when? Was she finished before this? If yea, how long?

Twenty-third cross-int. If in answer to the 5th and 6th direct interrogatories you say you received a bill of sale of the Adelaide and the carpenter's certificate, state which was prior in point of time. Did you not receive from Richard Chenery a letter dated March 1st, 1854? If yea, when did you receive it? Please annex the same or a copy thereof. What induced you to take a bill of sale before you had a builder's certificate?

Twenty-fourth cross-int. On what day was the Adelaide launched?

Twenty-fifth cross-int. Whether or not in June, A. D. 1854, said steamer was so far completed that she could have gone to California?

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If nay, how long would it have it required to put her in condition to go?

Twenty-sixth cross-int. Whether or not said David P. Vail settled with you for your services respecting said boat, and when? What sums did he pay you? State particularly each and every sum paid to you by said Vail on account of any services expended or advanced for, or on account of said steamer, and the dates of each and every payment. Did you not state as early as July 5th, A. D. 1854, or if subsequently, when, that said Vail had settled with you and you had nothing further to do with the boat, or words to that effect? Did you not on fifth day of July, 1854, write a letter to David Van Pelt? And on the twentieth of the same month write a letter to Stalham Wing? If yea, please annex copies of said letters.

Twenty-seventh cross-int. Did you not receive money from David P. Vail after his arrival in New York, before the Adelaide was sold, and have you not so stated? How much and when? Was not said money received by you in full settlement and payment of your claims for services and sums advanced or assumed by you in the building of the Adelaide? If nay, for what purpose was said money received and in what mode? What did you do with the same?

Twenty-eighth cross-int. Whether or not as early as October, A. D. 1853, you visited Calais, in the State of Maine, and for what purpose? Did you not see there one of the boats of the Calais Steamboat Company? Did you not there become acquainted with William Deming and William Todd, or either of them? Did you not acquaint them that you were building a steamboat and for whom, and have you not so stated?

Twenty-ninth cross-int. If in answer to the 10th direct interrogatory you say said Deming and Todd applied to you to purchase said steamer, state whether or not said Vail had caused said boat to be advertised for sale in the New York papers? If yea, for how long a time, and have you not so stated?

Thirtieth cross-int. Whether in the interviews and negotiations with said Todd and Deming, you represented yourself to be acting for any person, and if so, for whom? Did you not or did not David P. Vail in your presence, state to them, or either of them, that you were acting for John Van Pelt or the heirs of John Van Pelt, and have you not so stated? What interest, if any, of said heirs of the estate of said Van Pelt did you claim to represent? Whether you represented yourself as having a power of attorney from John Van Pelt? Whether or not the same was called for by said Deming or said Todd or any counsel or agent of them, or either of them? Whether you exhibited any such power of attorney, and if yea, when and how often, and to whom? What other authority you exhibited to said Deming and Todd, or either of them? Whether you had any powers of attorney or other authority in writing from any other persons in relation to the sale of said steamer Adelaide? Please state where and in whose possession any such powers of attorney from

Van Pelt, or any other persons, now are, and annex the originals or copies of the same, if in your possession or under your control.

Thirty-first cross-int. Did you not or did not said Vail inform said Deming and Todd, or either of them, and if so, which of them, at the time of entering into said contracts of the interest of the Van Pelt estate in said steamer Adelaide, and have you not so stated? And if they were so informed, state particularly all the information that was communicated at any time to them, or either of them, with relation to your connection with Van Pelt, or his estate, or his heirs, or in relation to the interest of said Van Pelt or his estate in the steamer Adelaide; and please state when and where such information was communicated to them.

Thirty-second cross-int. At or before the time said contract of sale was entered into, did you not, or did not said Vail, in your presence, inform said Deming and Todd, or either of them, that parties in California had an interest in said steamer, which was represented by said D. P. Vail? Whether or not you declined to enter into any contract with said Deming and Todd in regard to the sale of said boat, without first consulting said Vail? Whether you did, in fact, act before seeing said Vail? If yea, what step did you take in the negotiations? Was not said Vail at Sag Harbor, Long Island, and out of the city of New York, when said negotiations commenced, and did you not immediately send to said Vail to come to New York? And did not said Vail accordingly come and join you in said negotiations, and have you not so stated?

Thirty-third cross-int. After said Vail's arrival in New York what action did you take in regard to the sale of said boat without his presence and concurrence?

Thirty-fourth cross-int. Did you not or did not said Vail, before the time of the sale of said steamer Adelaide, inform said Deming and Todd, or either of them, that Vail had paid you for your services respecting said steamer, and had repaid you all sums advanced by you for the purpose of being part owner or interested therein, and have you not so stated?

Thirty-fifth cross-int. Whether at any time, and if so, when and where, and how often, you informed said Deming and Todd, or either of them, that your agency with regard to said steamer had been terminated? Did you not or did not said Vail in your presence, inform them, and when, of the death of John Van Pelt? Whether or not previous to the third day of August, A. D. 1854, you had been notified by the heirs of John Van Pelt, or by any one claiming to act in their behalf, not to sell said steamer; and did you not or did not said Vail in your presence, before the said third day of August, A. D. 1854, or before the sale of said steamer, inform said Deming and Todd, or either of them, of this fact, and have you not so stated?

Thirty-sixth cross-int. Did you not fully inform said Deming and Todd of all the facts within your knowledge respecting said steamer

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and the interest of said Van Pelt's heirs therein, before such contract of sale was entered into? And have you not so stated?

Thirty-seventh cross-int. If, in answer to the eighth direct interrogatory, you say you did make a contract for the sale of said steamboat, state whether said Vail joined you in said contract. What interest did he represent? Did not you or he in your presence, state to Deming and Todd, or either of them, that he represented owners in California? Did he not act under authority contained in a letter of John Van Pelt, dated September 1st, 1853; and was it not so stated to Deming and Todd at the time? How far off was Vail at the commencement of said negotiations? Did you not send for him before entering into said contract? Did not Deming and Todd wait for him? Did he not represent to them the position he occupied, and that he was acting for parties in California? And have you not so stated? For whom did he assume to act, and what authority, if any, did he exhibit?

Thirty-eighth cross-int. Did you not represent to said Deming and Todd in regard to the title to said boat, that it required said Vail's concurrence in the sale on behalf of the owners, or persons in interest in California?

Thirty-ninth cross-int. Did you represent that you had the right to sell that boat without the concurrence of said Vail, and was he not sent for to concur in the sale?

Fortieth cross-int. Did you claim to have the right to sell the said boat as being the actual and bona fide owner, or only as having the right to sell her by virtue of Lupton & Diarmed's bill of sale and carpenter's certificate?

Forty-first cross-int. Was not all your authority to sell that boat, so far as her true ownership went, derived from California by letters to said D. P. Vail, excepting the two-twentieths which you claimed to own?

Forty-second cross-int. State specifically the name of each and every person for whom you individually acted in making said contract to sell, or in making any subsequent sale or transfer of said steamer. Under what authority did you act or assume to act in each instance? Was the authority written or verbal? If written, annex the same or a copy. If verbal, state it exactly, and the date of it.

Forty-third cross-int. Before entering into said contract, or making said sale, did you not, or did not said Vail in your presence, inform said Deming and Todd, or either of them, that you were selling the Adelaide below her cost, for the reason that the California Steam Navigation Company had agreed to pay Richard Chenery, then President of said California Steam Navigation Company, the sum of twenty-five thousand dollars to cover any loss on her sale not exceeding that sum, provided said steamer Adelaide should not use the waters of California for the period of three years from the time of sale; and did not said Deming give you a bond under a penalty of fifty thousand dollars, which was payable to Richard Chenery in case said steamer used the waters of California within three years? and was not said bond exacted by you solely for the benefit of the California Steam Navigation Company? And have you not so stated, or words to that effect?

Forty-fourth cross-int. Were you or not informed of the death of John Van Pelt before the sale of said steamer? Were you or not so informed before July 5th, 1854?

Forty-fifth cross-int. Were you not notified by the heirs of John Van Pelt, or by some one in their behalf, not to sell said boat before said sale was made? and have you not so stated?

Forty-sixth cross-int. What interest or ownership in said steamer Adelaide had you on the 9th day of September, A. D. 1854?

Forty-seventh cross-int. After the arrival of said Vail at New York, did he not have as much the possession of the Adelaide as you had? Did you not have to draw funds used in the construction of said steamer through said Vail, and consult him in all particulars in regard to the work on said boat, and have you not so stated? How did you obtain the funds used in the construction of said steamer after October 29th, A. D. 1853? Was not Vail in New York or its immediate vicinity all the time from his arrival from California to the sale of said steamer? And what business had said Vail at New York other than to look after said steamer? Where is said Vail now? When did you last see him?

Forty-eighth cross-int. If, in answer to the 7th direct interrogatory, you say the Adelaide was registered, state by what authority she was so registered. Did you not desire John Van Pelt on the 19th of September, A. D. 1853, to inform you in whose name he wished you to have the Adelaide registered? and did you not receive said Van Pelt's instructions as to said registry, and to whom the carpenter's bill of sale should run? and when did you receive said instructions? and have you not told what these directions were?

Forty-ninth cross-int. Who first went to the custom house to obtain a license and have the Adelaide enrolled? Did not said Deming and one Winchester first go therefor? Were they able to obtain the same? Did you not then apply therefor? Had the steamer at that time been inspected? If not, why?

Fiftieth cross-int. Do you know Marshal A. Mathis? Did you not know before the bill of sale was made to said Deming, that said Mathis was acting for the heirs of said John Van Pelt, and had you not heard of his arrival in New York, and did you not inform said Deming of his arrival? How soon after you heard of the arrival of said Mathis was the bill of sale executed?

Fifty-first cross-int. Was not great and unusual haste made by said Deming in completing the instruments purporting to convey said steamer, and in getting her away from New York? Did she not leave New York on the same day the bill of sale was signed? What day of the week was it, what time of the day, and what was the state of the weather at the time of her leaving? Was there not great hazard and risk of damage in attempting to get from the dock at that time? Was there not a gale then prevailing? Did she stop on her passage? If yea, when, why, how far from New York? Were not measures taken to prevent her being detained by any heirs or administrators of said John Van Pelt's estate?

Fifty-second cross-int. Did not said Deming put on board the Adelaide persons to act as captain, engineer, steward, and mate; and what are their respective names, and when did they come on board? Did they leave New York in her; if yea, did they act in their official capacity?

Fifty-third cross-int. Who employed the officers and crew to take the Adelaide from New York? Where was the Adelaide bound when she left New York?

Fifty-fourth cross-int. When and where did you deliver said steamer to said Deming? Was the delivery made until after she left New York? When and where did you execute the bill of sale, and before whom was the same executed?

Fifty-fifth cross-int. Was the Adelaide inspected before she left New York? Was such inspection waived by Deming, and why? Was or not the full amount of the purchase money paid by said Deming before said steamer was inspected?

Fifty-sixth cross-int. Did you leave New York in said steamer? If yea, in what capacity? Had you not command of her? Did you not have one Hunt with you? Was or not he the only person on said boat under your pay? In what capacity, if any, did said Hunt act on said voyage?

Fifty-seventh cross-int. Did you reach Boston in said steamer? If yea, when? How long did you remain in Boston after the arrival of said steamer? Who took charge of her on your departure?

Fifty-eighth cross-int. While the Adelaide was laying in New York, after the agreement, but before the bill of sale to said Deming, was not D. P. Vail frequently on board of her?

Fifty-ninth cross-int. Was there not at this time a quantity of furniture on said steamer purchased and packed for transportation to California for the use of other boats in which said Van Pelt was interested? Did not you and said Vail, and Deming, and the person employed by said Deming to act as steward, jointly or separately, overhaul said furniture and unpack the same, and did you not sell the same to said Deming for less than and below the cost thereof? and have you not so stated?

Sixtieth cross-int. If in answer to the 12th direct interrogatory you have stated that the price of the said steamer was paid to you, state how the same was paid. Was it not paid in three several payments? and how were the same made? whether in cash or checks, and if in checks describe them, and state to whom they were made payable? What have you done with the said proceeds of sale of said steamer? or have you the money now?

Sixty-first cross-int. If, in answer to the 33d direct interrogatory, you say any part of the money paid by the said Deming was sent to the administrators, or either of them, of John Van Pelt's estate, state particularly how the same was sent. In what sums? By what conveyance? In what manner? If by drafts or letters of credit, describe the same fully, and where you purchased the same, and to whom they were payable. Was not Richard Chenery, either in his own right or in trust for others, and whom, owner of $\frac{7}{20}$ of said steamer? As such part owner did he not assent to and ratify the sale thereof to said Deming?

Sixty-second cross-int. (De bene) If, in answer to the 34th direct interrogatory, you say any portion of the sum received from Deming was sent by D. P. Vail, state how, and from whom said Vail received the same. By whom were you authorized to pay said Vail any money for Richard Chenery? State particularly in what manner were you so authorized.

Sixty-third cross-int. If, in answer to the 46th and 47th direct interrogatories, you state that demand was made and suit commenced, state particularly whether the demand made and the suit commenced, was for the money realized from the sale of said steamer, or for the money intrusted to your care by John Van Pelt during his lifetime, and by the administrators of his estate in California, to be used in the construction of said steamer.

Sixty-fourth cross-int. Did you not receive from John Van Pelt a letter relating to the Adelaide, bearing date May 30th, A. D. 1853; also one dated June 30th, 1853; also one dated July 13th, A. D. 1853; also one dated July 15th, A. D. 1853; also one dated July 26th, A. D. 1853; also one dated August 12th, A. D. 1853; also one dated September 1st, A. D. 1853? Did you not receive from Daniel Knight, clerk of said Van Pelt, two letters dated June 30th, 1853? also one dated July 15th, A. D. 1853, covering one from said John Van Pelt? Did you not receive from H. R. Payson, agent of said John Van Pelt, a letter dated July 31st, A. D. 1853; also one dated August 14th, A. D. 1853; also one dated September 13th, A. D. 1853? Please annex the originals, or an accurate copy of each one of all said letters to your deposition.

Sixty-fifth cross-int. Did you not have correspondence with John Van Pelt, David Van Pelt, Stalham Wing, Richard Chenery, Frank Johnson, Horace P. Jacques, in relation to the Adelaide? Produce said letters, and annex same or accurate copies thereof to your deposition, including all such letters received by you from any of said individuals, and your replies thereto.

Sixty-sixth cross-int. Did you not send to David Van Pelt a letter in relation to the Adelaide, dated July 5th, A. D. 1854; also one to Stalham Wing, dated July 20th, A. D. 1854; also one to John Van Pelt, dated September 19th, A. D. 1853? Please annex accurate copies thereof.

Sixty-seventh cross-int. Do you know Frank Johnson, of San Francisco? Did he or said David P. Vail become interested as part owners of said steamer? If yea, when, how, what sums of money did they severally advance, and in what mode?

Sixty-eighth cross-int. Did you not state to a person connected with the foundry where the engine and machinery of the Adelaide was built, that the only thing you regretted about the Adelaide matter was, that you yourself had not kept the whole proceeds of the sale to Deming, or words to that effect?

SHEPLEY & DANA, Solicitors for Compl't.

To the first interrogatory he saith: My age is 44 years, reside in Brooklyn, State of New York, and am an engineer and constructor of steamers.

To the 2d interrogatory he saith: I did.

To the 3d interrogatory he saith: I did enter into written contracts with parties in New York for the construction and finishing said steamboat, her engine, &c. I annex copies of the same marked A.

To the 4th interrogatory he saith: She was completed about May, 1854, and delivered by the builders to me in Dec. 1853.

To the 5th interrogatory he saith: I did, and I annex a copy of the same marked B.

To the 6th interrogatory he saith: I did, and I annex a copy of the same marked C.

To the 7th interrogatory he saith: She was enrolled in my name. I have not a copy of that certificate.

To the 8th interrogatory he saith: I did make a contract for the sale of said steamboat with William Deming and William Todd, on the 3d of August, 1854. I have no copy.

To the 9th interrogatory he saith: I was introduced to Messrs. Deming and Todd on board of the Adelaide, while she was lying at the dock; that was my first acquaintance with them.

To the 10th interrogatory he saith: They applied to me.

To the 11th interrogatory he saith: I did sell said steamer to William Deming on the 3d August, 1854, and conveyed her on the 9th of September, 1854.

To the 12th interrogatory he saith: The contract price was $88,000. We received more than that, however, for her, in extra furniture, which amounted to $1413. I was paid in two or three instalments, I think. The first instalment $5,000; the second was $15,000. This was paid at the office of Mayhew, Talbot & Co. The rest of the money was paid on the delivery of the boat, in Mr. Benedict's or Mr. Fessenden's office, I don't remember which.

To the 13th int. he saith: John Van Pelt furnished $20,000; Richard Chenery furnished $10,000. The rest of the money I drew from Captain David P. Vail.

To the 14th int. he saith: John Van Pelt was a resident of San Francisco at the time. My agreement with him was, that I should come on to New York, to build such a boat as I thought proper to run on the Sacramento River. I was to make all the contracts in my own name. I was to get the builder's certificate from the builders, and register her in the custom-house as the sole owner, if I got no further instructions from him, and send her to San Francisco; $\frac{18}{20}$ths was to be transferred to him, and $\frac{2}{20}$ths to myself on her arrival at San Francisco. This agreement was made in San Francisco about the 1st May, 1853.

To the 15th interrogatory he saith: I came on to New York, and complied with the agreement. Previous to Capt. Van Pelt's death he wrote me to have the steamer Adelaide registered and cleared at the New York custom-house in the following manner, and with the following proportions: David P. Vail $\frac{16}{20}$ths, Richard Chenery $\frac{3}{20}$ths, Wm. W. Vanderbilt $\frac{2}{20}$ths, Frank Johnson $\frac{1}{20}$th.

To the 16th int. he saith: In my own name, as I have already stated.

To the 17th int. he saith: I have answered this interrogatory in a former answer.

To the 18th interrogatory he saith: Van Pelt told me that there were parties in New York who had got judgments against him and others, and he made me pledge myself to him, that I would not at any time reveal that he had any interest in the boat.

To the 19th interrogatory he saith: I have stated as fully as I can in my previous answer.

To the 20th interrogatory he saith: She was to be my property on her completion.

To the 21st interrogatory he saith: On her arrival at San Francisco $\frac{8}{20}$ths of her was to be conveyed to Capt. Van Pelt.

To the 22d interrogatory he saith: No other person was known in the construction of said boat than myself.

To the 23d interrogatory he saith: That I should send her to San Francisco.

To the 24th int. he saith: I was to have the entire control and management of her while in New York.

To the 25th interrogatory he saith: He is not living. I believe he died the 29th September, 1853.

To the 26th int. he saith: The boat was in frame about that time. She was not yet planked; $14,208 had been expended upon her at the time of Van Pelt's death.

To the 27th int. he saith: I have been informed Richard Chenery, and I think a Mr. Janes, and Frank Johnson, were appointed administrators.

To the 28th int. he saith: I was informed by Richard Chenery that he had directed Capt. Vail to sell her.

To the 29th interrogatory he saith: She was to be sent to California, to run on the Sacramento River.

To the 30th int. he saith: It was changed by Richard Chenery's instruction or order, about March or April. Richard Chenery was one of the administrators, and the one who ordered the change.

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To the 31st int. he saith: I was so directed by a letter from him, stating that he had directed Mr. Vail to sell her.

To the 32d int. he saith. I paid it over to Capt. David P. Vail.

To the 33d int. he saith. I know nothing about it, except that Mr. Vail said he sent the money to Richard Chenery.

To the 34th int. he saith: Vail informed me that he had retained $5000 of the money for the purpose of defending suits brought against him and myself in the Supreme Court of this State.

To the 35th int. he saith: She was under my control the whole time, until delivered to Deming.

To the 36th int. he saith. I represented myself, as acting for myself, David P. Vail, and the other owners.

To the 37th int. he saith: I never did, to the best of my recollections.

To the 38th int. he saith: It was not, to my recollection.

To the 39th int. he saith: I told them that the title lay with me, and that I had the right to sell her.

To the 40th int. he saith: I did.

To the 41st int. he saith: Nothing that I recollect of.

To the 42d int. he saith: I had no doubt.

To the 43d int. he saith: Myself.

To the 44th int. he saith: I consider that the price I got for her was her full value.

To the 45th int. he saith: I have been informed that Marshal A. Mathis was appointed collector or administrator in September, 1854.

To the 46th int. he saith: He never has, except by the commencement of a suit in the Supreme Court in this city, I think in Sept. 1854.

To the 47th int. he saith: He commenced a suit against me to recover a part of the proceeds of said sale. It is in the Supreme Court in this city, commenced, I think in September, 1854, and the suit is still pending.

To the 48th int. he saith: I have, before Charles F. Southmayd, at his office in Hanover Street, in this city, on 2d day of February, 1858. I annex a copy of the same, marked D.

To the 49th int. he saith. In June, 1853, and previous to the sale of the Adelaide to Deming, Marshal A. Mathis came on board the boat, and made a proposition to me as follows: He acknowledged my title, and wanted me to let the heirs of Van Pelt come in with me in the title to the boat, and to throw Richard Chenery and Richard Jessup's interest out. I peremptorily declined to do so, and then told him that I should sell the boat for the interest of all parties concerned, as I had a perfect right to sell her. Wm. Deming bought the boat in good faith, and paid full value for her.

To the first cross-interrogatory he saith: I was. He is not living. I am informed he died 29th September, 1853. I was in John Van Pelt's employ in 1852, in California, as chief engineer of the Antelope. I afterwards acted as superintending engineer for a company there in which he was interested.

To the second cross-int. he saith: Previous to May, 1853, I did make a draft of a new steamer to be built, to be called the Adelaide. It is was mutually agreed that I should do so.

To the 3d cross-int. he saith: I did, to build a new steamboat. I had an agreement with John Van Pelt to come to New York and build a steamboat in my own name, and I was never under any circumstance to reveal that he had any interest in that vessl. I was to build her in my own name, and make all the contracts in my own name; I was to pay all her bills in my own name individually, and I was to, and did advance him all the money I had to spare, and he was to furnish me a letter of credit, and did so; and he was to furnish me from time to time all the money I might want over and above that letter of credit to complete the boat. I was to take out her papers in my own name as the sole owner until her arrival in San Francisco, then $\frac{18}{20}$ths of her was to be delivered over to him, $\frac{2}{20}$ths was to be registered in my name in the custom house. My services at $4000 a year and what money I had advanced him was to pay for my $\frac{2}{20}$ths. Should there be any amount over due me on her arrival, after paying for my $\frac{2}{20}$ths, it was to be paid to me in cash. I was to enter her in the custom house in New York as my vessel, unless otherwise ordered by him.

To the 4th cross-int. he saith: There was an arrangement that she was to be registered in my name, and it was made in California. There were two reasons which he told me: One was that there were parties in New York that held judgments against him and others. The other was that he did not want some of the parties that he was in connection with to know that he was building another boat. Van Pelt was at the time owner or interested in steamers in California. His boat was running in a line with others under an arrangement with them, but what arrangements I do not know. I do not know that Van Pelt was fearful as stated in said interrogatory. He did not assign that as a reason for registering the steamer in my name. No such conversation passed between us, as stated in the last part of the interrogatory, to my recollection, and I have not so stated to my recollection.

To the 5th cross-int. he saith: He did advance me a letter of credit in May, 1853, towards the building of a steamer, for $12,000. He paid me other moneys before leaving California, but not for the purpose of building that boat. It was $1000, or a little more, for services up to the 1st of May, 1853, for services as superintending engineer of the Union line of steamers.

To the 6th cross-int. he saith: I received a draft for $8000, on the American Exchange Bank, on the 24th August, 1853. All I ever received from John Van Pelt was $20,000, which was to be appropriated to the building the steamer Adelaide. I did receive a letter from Van Pelt, dated September 1st, 1853, on the 6th October following. Said letter did not contain a letter of credit on Chenery and Johnson, and I have not so stated. Richard Chenery furnished the funds by a letter of credit for $10,000, dated San Francisco, Sept. 1, 1853, for the purpose of building the Adelaide, and was used for that purpose. I don't recollect now that I did expend any portion of said sum in purchasing a cylinder for the Confidence, although I think I did so state on a former examination. Upon reflection, and reference to dates, I find I did not pay any of that amount for that purpose, for I did not receive it until October, and I paid for the cylinder on September 8th. I drew on Chenery and Johnson separately for that cylinder, to the amount of $1500 and upwards, and it was charged to Richard Chenery's account. The Confidence belonged to the Union line, and I purchased that cylinder under the directions of Richard Chenery and John Van Pelt. I did acknowledge the receipt of the $10,000 by letter to John Van Pelt, but I never acknowledged that I received it from him. I did write a letter to John Van Pelt dated October 19, 1853, I annex a copy of the same, marked E.

To the 7th cross-int. he saith: There was different instructions given me by letter dated September 1st, a copy of which I annex, marked F., R. E. S. I had no specific instructions in regard to building said boat when I left California, but had in regard to some particular portions of her afterwards. I received instructions from him, and when they conformed with my views I obeyed them. There was no positive arrangement as to how she was to be brought around to California, except that she was to be my vessel. The matter was talked of, and we concluded to decide upon that matter afterwards by letter, and that was the reason I wrote to him for instructions, which I received, and which are contained in Exhibit F.

To the 8th cross-int. he saith: I was directed to stop the building of said boat, on account of the sickness of Van Pelt. The letter was in writing, but I do not know where it is now. I did not stop or retard the work on said steamer, her engine and machinery, on that account. I did get instructions through Mr. Van Pelt again to go on with the work, as Mr. Van Pelt's health was getting better. I think I received this notice in October.

To the 9th cross-int. he saith: I believe I did.

To the 10th cross-int. he saith: No, it never was. I told them not to put on any more men.

To the 11th cross-int. he saith: I know David P. Vail. He did come to New York, but he never did take charge of the building of said steamer or of the steamer. I had partly made contracts with parties to furnish her before his arrival, and I turned that portion of it over to him to see to, and went with him and introduced him to the parties. I believe he came to New York for that purpose, and for the purpose of navigating said steamer to California. The funds were wholly received from him after his arrival, except the money I then had on hand. I had no instructions from Vail whatever. I ordered some of the rigging at his suggestion. For parties in California who had advanced money, Mr. Vail acted. I was informed so by Capt. Vail, that Chenery, Jessup, and Van Pelt sent him on to take her to California, as master of her, after she was finished here. I never saw any authority in writing, to my recollection. Vail told me that he brought on a letter of credit for $50,000 from Richard Chenery, on Chenery & Johnson, for completion of said steamer. I concluded to go around in her as engineer, by request of Capt. Van Pelt.

To the 12th cross-int. he saith: I did. I was advised that Capt. Vail on his arrival would explain the arrangements for the balance of the money needed.

To the 13th cross-int. he saith: I wrote the letters of the 4th and 19th October, 1853. They did. Up to October 4th, I had not received any other money, except what I received from Van Pelt. On Oct. 6, I received a letter of credit on Chenery & Johnson, from Richard Chenery, for $10,000.

To the 14th cross-int. he saith: I know David Van Pelt and Gale, slightly. David, I believe, is his brother. He came to New York with Vail, I believe, with the intention of going round with her as 2d mate.

To the 15th cross-int. he saith: I was first informed of his death by Richard Chenery, by letter. I cannot annex a copy; I don't know where it is.

To the 16th cross-int. he saith: I believe they did leave before the death of John Van Pelt, but how long before I cannot say. I don't know whether Gale was sent to go as steward or not; he said he was. I believe David Van Pelt was, soon after his arrival, recalled on account of the death of John Van Pelt. I don't remember when he arrived, or when he left. I believe he did arrive and leave at those dates. I did not let him have $1000, and I did not render any account to Vail of it.

To the 17th cross-int. he saith: I am acquainted with Chenery & Johnson. I have no recollection of ever seeing Janes. I know of their being appointed administrators by letter from Richard Chenery.

To the 18th cross-int. he saith: I sold the steamer by authority of Richard Chenery, by letter, one of the administrators of the estate of Van Pelt. I do not know where the letter is.

To the 19th cross-int. he saith: I know Richard Chenery. I have been informed by letter that there was such a company, and that he was president of it.

To the 20th cross-int. he saith: I have answered this cross-interrogatory in my 30th and 31st direct. I don't know where the letter is. Richard Chenery was at this time administrator, and was part owner, and agent for other owners, and he made it as such owner and agent. He informed me that the California Steam Navigation Company would make good any losses that might accrue in the sale of the Adelaide, to the amount of $25,000 and no more, provided she did not go to California. The order of sale was sent to Capt. Vail. I do not recollect whether that assurance contained in the interrogatory was in the letter or not.

To the 21st cross-int. he saith: Richard Chenery furnished a letter of credit for $10,000. I received the rest from Vail in sums from time to time. I don't recollect the amounts.

To the 22d cross-int. he saith: Their names were Lupton & McDiarmid. She was delivered by them to me, the day she was launched, after she was in the water. She was taken to New York the next day after her delivery to me. Her hull was nearly completed; her engines were not on board, but they were commenced to put on board a few days afterwards. She made a trial in April or May, 1854. She was not finished at that time, but was ready for sea.

To the 23d cross-int. he saith: The bill of sale was prior in point of time. I believe I did, but don't recollect when I received it. I can't annex a copy, for I don't know where it is. When I applied for a bill of sale, I supposed it was all that was necessary, but when I went to the custom house I found it was not the proper form, and I took one of their printed forms and had it filled up, and that is why I came by the two documents.

To the 24th cross-int. he saith: On the 23d day of December, 1853, I think.

To the 25th cross-int. he saith: She was.

To the 26th cross-int. he saith: He did settle with me for my interest and services in the boat, in September, 1854. The first sum he paid me was $5,000, on the latter part of August or first of September. The rest of it was paid to me in September, 1854, to the amount of $6,000, and upwards. I don't remember dates, or exact amounts. I did state, on the 5th of July, 1854, in a letter to David Van Pelt, that Vail had paid my claim, and that I had nothing more to say about the boat; but Capt. Vail had not settled with me at that time, although he agreed to do so. I wrote so to Mr. Van Pelt, supposing that Mr. Vail would do as he agreed to. I also wrote a letter to Stalham Wing, on the 20th of same month, to the like purport. The boat, however, did not pass out of my hands until Sept. 9th, in consequence of Vail not performing his agreement.

To the 27th cross-int. he saith: I did. Near $50,000, I cannot recollect the exact amount, between November, 1853, and September, 1854. No portion of the $50,000 was received in settlement of my claim. It was for the construction of the Adelaide, by drafts on Capt. Vail, and I appropriated the same for the construction of the steamer Adelaide.

To the 28th cross-int. he saith: I never was in Calais at all. I never saw Deming or Todd, until August, 1854, at which time the boat was done, and I did not so state to them. I may have stated to the engineer and captain of the Eastern City, that I was building a boat for California, but I do not recollect it.

To the 29th cross-int. he saith: He had, but I do not know for how long.

To the 30th cross-int. he saith: I represented myself as acting for myself, and parties who had advanced money from California to me to build the boat. I did not, nor did David P. Vail, in my presence, state to them, or either of them, that I was acting for John Van Pelt, or his heirs, and I have not so stated to my knowledge. I never did have a power of attorney from John Van Pelt, and never represented myself so, and I have not so stated. I have no recollection of Deming or Todd asking for any such authority, or any counsel or agent of theirs. I never exhibited any power of attorney at all, but I exhibited a builder's certificate, with my name as the owner. I never had any power of attorney, or other authority in writing, from any other persons in relation to the sale of said steamer Adelaide.

To the 31st cross-int. he saith: I have no recollection of stating to either of them that John Van Pelt, or his heirs, had any interest in the boat. I did state that parties in California had advanced me money to build the steamer Adelaide. I stated this on board the Adelaide, some time in August, 1854, at the foot of Eighth Street, in this city, and that they wanted the Adelaide sold to realize their money, as I had no other means of paying them.

To the 32d int. he saith: I did inform them that Capt. Vail represented some parties in California who had advanced money. I told them I would sell them the boat, but would like to consult Mr. Vail, as he claimed to represent parties who had advanced money in California; but I did not positively decline to enter into a contract for her sale, as I never acknowledged Vail's right to sell her. I told them the price of the vessel, and what they could have her for, and agreed to finish her for an additional price, if they wanted her finished. Mr. Vail was out of the city, and I did send for him, and he came, and joined me in the negotiations.

To the 33d int. he saith: I made contracts with parties to finish her, in my own name. Vail had nothing to do with it, and he never was consulted as to how she was to be finished.

To the 34th cross-int. he saith: No, I never did, and have never so stated. I don't know what Vail might have told them. I never heard him say so.

To the 35th cross-int. he saith: I never did tell them so. I did not inform them of the death of John Van Pelt, to my knowledge, neither did Vail, as far as I know. I had been notified not to sell the steamer, by a man who was called Mathis, who claimed to be the husband of one of Van Pelt's sisters; but, as he had no legal authority, I did not recognize him. I did not inform them that I had been notified. I don't know what Vail did, and I have not so stated.

To the 36th cross-int. he saith: I did not, and have not so stated.

To the 37th cross-int. he saith: Vail joined me in the contract.

He represented parties in California. I don't recollect that he acted under that letter, and don't know that it was so stated. I don't know how far off Vail was at the commencement of said negotiations. I did send for him. I don't think they did wait for him; but Deming went on East, and brought Todd with him. He did represent to them the position he occupied. I don't know that he exhibited any authority at that time, but assumed to act for parties in California.

To the 38th cross-int. he saith: I never did, but told them I had the right to sell her, but would like to consult with him.

To the 39th cross-int. he saith: I have answered this interrogatory in my previous answer.

To the 40th cross-int. he saith: I claimed the right to sell under their certificate, and as being the only party who could sell her.

To the 41st int. he saith: The authority came from Vail to sell her.

To the 42d cross-int. he saith: Upon the authority of David P. Vail, Richard Chenery, and Richard M. Jessup. I acted under letters from Richard Chenery, and verbal authority from Vail, and I believe from power of attorney to Vail, from Richard M. Jessup. I cannot annex copies, for I have not got them; but my verbal authority was from Vail, who acknowledged my right to sell her. The date of the same was in July or August, 1854.

To the 43d cross-int. he saith: There was an agreement with the California Steam Navigation Company, and Richard Chenery, to that effect; but I have no recollection of telling Deming or Todd so. I sold her for her full value, and Deming gave me a bond, as stated in the interrogatory. The said bond was exacted by me solely for their benefit, provided they made good any loss that might accrue in the sale, to the amount of $25,000. I have no recollection that I told them I sold her below cost, or that Vail did.

To the 44th cross-int. he saith: I was.

To the 45th cross-int. he saith: I was, and I have.

To the 46th cross-int. he saith: I had $\frac{2}{20}$ths in equity, and the legal ownership of the whole vessel.

To the 47th cross-int. he saith: He had not. I did draw money from him, but did not have to consult him about the work. I did consult him, from courtesy, as to her rigging, &c., and I have not so stated, except as answered above. After I had used up what I had on hand, I obtained the balance from Vail. He was; I do not know what other business he had. I saw him last about the middle of December. I don't know where he is now.

To the 48th cross-int. he saith: She was registered by my own and Vail's authority. I did by a previous arrangement with John Van Pelt write in whose name he wanted her papers from the custom house. I did receive his instructions as to her registry, but not as to the carpenter's certificate or bill of sale. I received said instructions the last of September, or 1st October, 1853. I have told what these directions were.

To the 49th cross-int. he saith: I went first. Deming and Winchester never went to the custom house to my knowledge. When I went to have her enrolled, I had a permit from the inspectors.

To the 50th cross-int. he saith: I do. I did not, and had not heard of his arrival in New York, I did not inform Deming of his arrival.

To the 51st cross-int. he saith: There was not. The boat was some 10 days behind the time I agreed to deliver her. She did not leave New York on the same day the bill of sale was signed. She left on Sunday morning between 7 and 9 o'clock. The wind was to the eastward and raining. I took her out of the dock, and did not consider there was any risk or hazard at the time. The wind was blowing fresh, but not a gale. She stopped on her passage about an hour or so after we started. As she was new Mr. Deming desired me to wait until the weather moderated. We were some 16 or 18 miles from New York at the time. There were no measures taken to my knowledge by any one to have her detained. I did not know that any of the heirs or administrators were here.

To the 52d cross-int. he saith: Deming did put on board such officers. The captain's name was Winchester, but he did not act in official capacity. The engineer's name was Marshall, and he did not act as chief engineer; a Mr. Hunt acted in that capacity who was employed by me, and paid by Deming. I don't know the names of the steward and mate, nor whether they acted in their official capacity or not, and do not recollect when any of them came on board. They left New York in her.

To the 53d cross-int. he saith: Mr. Deming employed all except myself and Hunt, but he paid Hunt; he was bound for Boston.

To the 54th cross-int. he saith: I delivered her to Deming in the office of Benedict or Fessenden, in New York, I don't remember which. I executed the bill of sale in the same office; it was executed before Benedict. Fessenden, Deming, and I believe a Mr. Mayhew, was present also, and also Capt. Vail.

To the 55th cross-int. he saith: She was not inspected in New York, as she was intended for Boston, and was not within the jurisdiction of the inspectors of New York. I had a permit from the inspectors of New York to take her to Boston. Such inspection was waived by Deming, as she was not within the jurisdiction of New York inspectors; all the money was paid before the bill of sale was given.

To the 56th cross-int. he saith: I did as captain of her, as her papers were in my name, Hunt was on board, and engaged by me but not under my pay. He acted as engineer.

To the 57th cross-int. he saith: I did on or about the 11th September, 1854. I remained in Boston about one day. I delivered her papers to the custom house in Boston, and I understood Captain Winchester was to take charge of her.

To the 58th cross-int. he saith: He was.

To the 59th cross-int. he saith: There was not. The spare furniture was for the use of the steamer Adelaide, and changed to her account. We did unpack the same to make good the inventory which I sold the Adelaide by. The overplus furniture from the inventory was sold at what it cost, less the breakage. I have stated that if the Antelope should want some more furniture, we could spare her some from the Adelaide. But have not stated that I sold it for less than cost.

To the 60th cross-int. he saith: It was paid in three several payments. The first payment was $5,000. The next was $15,000, and the balance was $69,413. There was some cash, but mostly in certified checks payable to me or bearer, I don't remember which. I paid every dollar of the same over to Capt. David P. Vail, he paying me back my claim to the amount of $11,000 and upwards.

To the 61st cross-int. he saith: I have not so stated. He was an owner, and agent for $\frac{8}{20}$, Frank Johnson having sold him $\frac{1}{20}$th. He did assent to and ratify the sale to Deming.

To the 62d cross int. he saith: He received it from me in checks, &c., as above stated just as I received it from Deming. By Richard Chenery by letter.

To the 63d cross-int. he saith: I can't say positively as to how the complaint reads, but my impression is that it was for moneys intrusted to my care for the construction of said steamer.

To the 64th cross-int. he saith: I did receive letters from John Van Pelt, dated May 30, 1853. I have no recollection of ever receiving one of June 30, 1853. I received one July 13, 1853. I have no recollection of receiving any of July 15, 1853. I received one dated July 26, 1853, also one of August 12, 1853, also one of Sept. 1st 1853. I don't recollect what letters I rec'd from Daniel Knight, and have not got them, nor know where they are. I did receive letters from H. R. Payson, but don't remember the dates except the one of Sept. 13, 1853, neither do I know where the other letters are. I annex copies of such as I have in my possession, marked Exhibit F, G, H, I, J, K.

To the 65th cross-int. he saith: I did with John Van Pelt, David Van Pelt, Stalham Wing, and Richard Chenery, but none with Johnson, or James, or Jacques. I have already annexed all the letters I have received from John Van Pelt. I positively refuse to annex any of the others, or replies.

To the 66th cross-int. he saith: I sent all the letters named in the interrogatory, but decline annexing copies.

To the 67th cross-int. he saith: I know Frank Johnson. They did by a letter dated Sept. 1st, 1853, from John Van Pelt requesting me to allow them an interest in the bill of sale. I know nothing about any money that either ever paid; they certainly never paid any to me.

To the 68th cross-int. he saith: I did state to one of the owners of the foundry that I wished I had kept the whole of the proceeds of the Adelaide until the matter was decided by some court as to who it belonged to. W. W. VANDERBILT.

Sworn to before me, the 10th January, 1859.
R. E. STILLWELL, U. S. Com'r.

A. 1.

Copy Contract.

This agreement made the 7th day of July, in the year one thousand eight hundred and fifty-three, between Edward Lupton and John McDiarmid, both of Green Point, town of Brunswick, county of Kings, and State of New York, parties of the first part, and William W. Vanderbilt, of the same place, party of the second part, witnesseth, that the said parties of the first part covenant and agree to and with the said party of the second part to furnish the material for and to build in a good and substantial and workmanlike manner, in the yard occupied by the said parties of the first part, in said Green Point, a steamboat agreeable to the specifications hereto annexed of good substantial materials, and to complete the same within four months from the date hereof.

And the said party of the second part covenants and agrees to pay unto the said parties of the first part for the same the sum of twenty thousand dollars, lawful money of the United States, as follows, namely: when the keel is laid five thousand dollars; when in frame five thousand dollars; when planked and the deck laid five thousand dollars; when ready to launch twenty-five hundred dollars; and when the carpenter work is finished the balance of twenty-five hundred dollars; and for the true and faithful performance of all and every the covenants and agreements above mentioned the parties of these presents do bind themselves each unto the other in the penal sum of

In witness whereof the parties have hereunto set their hands the day and year first above written.
W. W. VANDERBILT,
EDWARD LUPTON,
JOHN McDIARMID.

Executed in the presence of—
JOHN L. SMITH.

And it is further agreed between the parties that the said Lupton and McDiarmid, parties of the first part, shall insure the said steamboat against fire, when, in the judgment of said William W. Vanderbilt, said insurance shall be necessary, and that said policy of insurance shall be made over to said William W. Vanderbilt until such time as the contract is fulfilled as security for the money which he may from time to time advanced on said boat.

EDWARD LUPTON & JOHN McDIARMID."

2.

Copy Contract.

"This memorandum of agreement made this 7th day of July, 1853, between Guion, Boardman & Co., of the first part, and W. W. Vanderbilt of the second part, witnesseth, that the parties of the first part, in consideration of the sum of twenty-six thousand seven hundred and fifty dollars, agree to build for the party of the second part a low pressure beam engine of 50 inches diameter of cylinder and twelve feet stroke of piston, with wrought iron shafts and cranks, Stevens' cut-off. The party of the second part paying for the right to construct and use the same; one steam boiler of suitable capacity made of the best Pennsylvania plate iron, with blower, engine, and one of Dempfel's patent blowers, and put the same up in a vessel to be provided at their wharf, foot of Eighth Street, by the party of the second part, complete with all the necessary pipes and connections ready for steam; the whole to be done under the supervision of the party of the second part and to his satisfaction.

Payments to be made as follows, in six equal instalments: the first to be paid when the bed plate and cylinder are cast, and the others, all but one, to be paid from time to time as the work progresses; and the last one to be paid when the work is complete.

GUION, BOARDMAN & CO.,
W. W. VANDERBILT.

3.

Copy Contract. Painting.

A specification for painting the steamer Adelaide, now building at Green Point by W. W. Vanderbilt, all materials to be furnished by the parties doing the work, and to be of the best quality. Hull outside, including guards, to have two coats of paint above the waterline, with stripe around fore and aft; bulwarks to have three coats white; rail to be French or patent green; all outside work above guards to have three coats white; water wheel side to be shaded to suit W. W. Vanderbilt; to put name on each side and on stern; all inside work to have three coats; main deck three coats yellow, last coat with shellac; forward bulkhead to be grained on both sides; gangways and engine frame to be grained; forward rooms to be white above rail and grained below; wheel-house top to be yellow; all work from promenade up to be white; upper decks to be lead color; aft of water-wheel, on main deck, to be white glass; front of ladies' saloon of white glass; inside of ladies' cabin to white glass; state room and all glass white; ladies' after cabin to be polished;

all work to have three coats of paint except outside of hull, this has one coat by the builders, making three coats all over; outside seams to be all puttied, and ceiling inside to be puttied. The whole to be done in the best workmanlike manner, and to the satisfaction of W. W. Vanderbilt. Please state price.

This memorandum of agreement made this 31st day of October, 1853, between Richard Squires, of the first part, and W. W. Vanderbilt, of the second part, witnesseth, that the party of the first part agrees to paint and furnish all such materials as is necessary for painting of a steamer now building by the party of the second part called the Adelaide, for the sum of seventeen hundred (1700) dollars, as per specification. Payments to be made by the party of the second part as the work progresses. RICHARD SQUIRES.
W. W. VANDERBILT.

4.

Copy Contract.

Specification of work to be done on steamer Adelaide. Bulkhead aft of water-wheels shifted close up, and deck laid, and false floor laid; on one side an office, with desk, &c., and on the other side express or other rooms fitted up; the skylight over after-hatch on deck made to come off for freight when on; sash to lift up on inside with grating of brass rods; main cabin stairs put up where originally intended; to have put up in this cabin three tiers of berths with locks in front, ceiled on sides with thin casing; to have pantry with dummy connection with kitchen, also all necessary shelves, closets, lockers, &c.; also to have a wash room off this cabin fitted with sinks, &c.; balance of floor to be laid up to fire room; to have one wooden tank made of oak for pantry, 9 feet long, 4 feet height, and 3 feet 6 inches wide, to be put up together in hold; also one in wash room holding 250 gallons; pilot-house shifted forward and pilot-room made 3 feet wider, with centre bulkhead, making two rooms; saloon to be put forward, and six rooms more on each side forward of water-wheel; to be carried out aft with one 9 feet room and one 18 feet; social hall abaft of rooms; hurricane deck to be carried as far aft as flag staff; trunk deck to extend each way as far as rooms go; to put up one water closet on promenade deck on larboard side with two seats and place for piss-pan, seat to be raised so as hole will be in circle of wheel top; one on starboard side with one seat and a place for piss-pan; to have seats and seat irons aft on promenade deck; one water closet on deck for crew; to put berths in forecastle for crew; to put in 16 side lights as directed; to fit up store room, &c.; also to fit the two rooms next to store rooms on deck with berths, &c.; to put one window on each side room aft of water wheel with composition red gratings; to put grating in such other windows as have not got them; to put in such other windows inside as may be wanted; to put up coal bulkhead at end of fire room.

This memorandum of agreement, made this fifth day of August, 1854, between Blanche and Smith, of the first part, and William W. Vanderbilt, of the second part, witnesseth: That the parties of the first part, in consideration of the sum of one thousand and three hundred ($1300) dollars, agrees to build and put up, as per specification, certain chains and other joiner work, as above specified, and to complete to the satisfaction of the party of the second part: payments to be made from time as the work progresses; the party of the second part to furnish the steamer Adelaide for said purpose.

BLANCHE & SMITH,
W. W. VANDERBILT.

5.

Specification and contract for doing the joiner work of a steamboat now building at Green Point, Long Island, for W. W. Vanderbilt.

Dimensions as follows: 235 feet long over all, 33 feet beam, 9 feet in hold. To have a forward cabin with 3 tiers of berths, and a forecastle with companion way, &c. The main cabin to have 3 tiers of berths as far as the after cabin bulkhead; mouldings on beams and next to deck. To have pantry on starboard side of engine with pannelled work on side of engine. Pantry doors to have sash, to have all necessary drawers, shelves, &c., for dishes; to have wash-room on the larboard of engine with all the necessary sink and fixtures. To have an after cabin fitted up with berths and lockers and sliding doors; to have stairway up to ladies' saloon with mahogany rail and banisters and ash steps. Ladies' saloon to have a bridal room on each side, and two other rooms with two berths on each side. Over state-rooms to have a finish to correspond with front of saloon. To have hard wood sliding doors at the end of state-room cabin. Ladies' private saloon—this cabin to have rail for stairway with suitable marble slab. Sliding doors to be double-faced and hard wood, fitted with berths up against bulkhead; lower berth to be sufficiently high for the cushion head rail to form under berth front. To have lockers for cushions; front of lockers to be hard wood pannel. This cabin to be hard wood finish, to have a wash-room and a water-closet. All sashes to be margin stiles and with stained margin glass; centre-lights to be double thickness crown glass; blinds and sash to slide on hard wood sills; to have all necessary columns to support decks; main deck 8 feet high; front of ladies' saloon to be pannelled work, with a door to lower cabin and a door to upper state-room hall; both stairs to be winding and steps and risers to be circling. Front of ladies' saloon to form an elliptic arch; wide concave side sections to be fitted with columns, and ornamental work cut in with vine, and to my satisfaction. Side of doors to have side lights with stained glass, and silver-plated bars in front; deck over ladies' cabin to project 3 feet over each side on guard; doors that open on after guard to be sash-doors; to have a protection bulkhead outside of cabin aft;

to have hard wood strips for netting on rail; to have one room on each side of water-wheel aft, fitted with two berths, or, as I may direct; all face work on main deck to be pannelled work of latest style with plain grounds. Office to have desk and silver-plated bars in front with stained glass windows; to have a water closet forward of water-wheel with three seats and one by forward bulkhead with one seat; water closet, and two rooms on one side, and kitchen and store room on the other side; to fit up engine room as directed—boiler deck to have blinds inside; to have casing around steam-chimney; to have forward cabin stairway; to have bar and fixtures —forward bulkhead with sliding doors.

Forward Deck.

To have bulwarks to extend up to upper deck; promenade deck to extend the whole length of boat, layed with 1 in stuff. Water-wheels bulkhead stuff to be two inch and lapped with one inch stuff to be sided up on both sides; outside open work as may be directed; wheel-house tops to be one inch and a quarter stuff with shutter and strong composition hinges. State-room hall 136 feet long; outside and inside of hall to be pannelled work; on outside every other section to have window and blind to open in state-room social hall; to have a window in every section; to have as many double rooms as I may direct, and as many single rooms. Hurricane deck to be 7 feet high. Trunk deck 18 inches, with stained glass. All sashes to be margin sashes, &c. Hurricane deck to project over the saloon forward 12 feet, with doors in saloon, &c. Pilot house on the hurricane deck, with pilot rooms attached, to be put on promenade deck if desired; to have stairway from promenade deck to main deck; to make all step ladders outside of after cabin; to have side lights in upper saloon forward outside to light main deck forward; to have side lights to light lower cabin; to have a hard wood grating in front of ladies' saloon; to have two gang planks of spruce made as directed. All state-rooms to have a washstand, &c., in them.

Steering Wheel.

Materials of the best quality—seasoned white pine, clear of sap, shakes, and knots; carlins for promenade deck 2½ by 3¾, 2 ft. from centre to centre to put in all necessary plates and stanchions. Hurricane deck aft to extend to flag staff to be afterward taken down and fitted with turned stanchions. Seat and seat irons, all things necessary for completion, with rail in front of upper saloon and on the sides of saloon forward, with hard wood strips for netting. Outside to be fastened with composition and galvanized nails, and the locks to be of brass, American made. Hardware to be of the best quality of their several kinds; all hinges, butts, hooks, and buttons, &c., to be of brass. Silver-plated knobs on saloon doors, and porcelain knobs on state-room doors, and mineral knobs on doors on main deck. All berth numbers to be porcelain, and state-room letters or names to be silver-plated—the whole to be done in a good workmanlike manner, and to the satisfaction of W. W. Vanderbilt, for the sum of nine thousand dollars.

This memorandum of agreement, made this 18th day of July, 1853, between Peter P. Hanlenbeck of the first part, and William W. Vanderbilt, witnesseth, that the parties of the first part, in consideration of the sum of nine thousand, agrees to build for the parties of the second part all the joiner-work specified in the above specification, and put the same in a vessel furnished by the parties of the second part; and further agrees to make the same complete and to the satisfaction parties of the second part, payments to be made from time to time as the work progresses, the last payment to be made when completed to the satisfaction of the parties of the second part.

Signed, W. W. VANDERBILT.
PETER P. HANLENBECK.

B.

Copy Builder's Certificate.

We, Lupton & McDiarmid, of Green Point, State of New York, do hereby certify that the steamer or vessel called the Adelaide was built by us, or under our direction, at Green Point aforesaid, in the year 1854; that she is of the following dimensions, to wit: her length of keel is 235 feet, her breadth of beam is 38 feet, her depth of hold is 9 feet 10 inches, and measures $792\frac{55}{95}$ tons or thereabouts; and that she is owned by William W. Vanderbilt.

In testimony whereof we have hereunto subscribed our names, this twenty-second day May, 1854. LUPTON & McDIARMID.

Custom-House, New York,
Collector's Office, 29th Nov., 1854.

I hereby certify the above to be a true copy of an original certificate now on file in this office.

In testimony whereof I have hereunto set my hand and seal, the day and year above written. F. A. OSBORN.

C.

Copy Bill of Sale.

Green Point, L. I., New York, April 7, 1854.

Know all men by these presents, that we, Lupton & McDiarmid, ship-builders, of the town of Bushwick, Kings County, Long Island, and State of New York, of the first part, for and in consideration of the sum of twenty thousand dollars, lawful money of the United States, to us in hand paid at or before the ensealing and delivery of these presents, by W. W. Vanderbilt, Esq., of the same place, of the second part, the receipt whereof is hereby acknowledged, have built, bargained, and sold, and by these presents do grant and convey unto the said party of the second part, his executors, administrators, and assigns, a certain steamboat, called Adelaide, of the following dimensions and description: Length from stem to stern on deck two hundred and thirty-six feet, more or less; breadth of beam thirty-three feet; depth of hold nine feet ten inches; frames of oak, chestnut, and hackmatack; floors under engine and boiler all double floors, forward and aft single; depth of floors fifteen inches, sided five inches; side frames all double; bottom plank, keel, and kelson of oak; keel eight by fourteen inches; kelson twenty inches deep by fourteen inches thick, side kelsons twelve by fourteen inches; bilge five in., of yellow pine, six by ten inches; coppered to the six-foot line, copper fastened and coppers best bolted; breadth of boat, including guards, sixty feet; guard beams thirteen by fifteen inches, boiler beams ten by twelve inches, intermediate large beams eight by ten inches, all other deck beams five by six inches; deck plank of white pine three inches thick, outside plank three inches thick; boat with plain stern and square stern, with two masts, top-masts, and three yards, rigged as a topsail schooner. The said boat, in our opinion, sea-worthy, with a strong arched suspension frame; the whole boat built in a strong, substantial, and workmanlike manner, and of the best materials.

To have and to hold the same unto the said party of the second part, his executors, administrators, and assigns forever. And we do, for ourselves, our heirs, executors, and administrators, covenant and agree, to and with the said party of the second part, to warrant and defend the sale of said boat hereby sold unto the party of the second part, his executors, administrators, and assigns, against all and every person and persons whatsoever.

In witness whereof we have hereunto set our hands and seals, this seventh day of April, one thousand eight hundred and fifty four.

LUPTON & DIARMID. [L.S.]

Sealed and delivered in the presence of
JOHN L. SMITH,
DANIEL H. REAMUR.

D.

Deposition of William W. Vanderbilt, a witness, produced, sworn, and examined on the part of the complainant, in a certain cause now pending in the Circuit Court of the United States for the Maine District, in equity, wherein Charles Scudder, administrator, is complainant, and the Calais Steamboat Company is respondent, before Charles F. Southmayd, commissioner, at his office, Number Two Hanover Street, in the city of New York, on the second day of February, eighteen hundred and fifty-eight, under and in pursuance of the commission hereunto annexed.

The said William W. Vanderbilt being duly and publicly sworn to speak the truth, the whole truth, and nothing but the truth in answer to the interrogatories and cross-interrogatories to the said commission annexed, and the same being severally propounded to him, deposeth and says as follows:—

First. To the first interrogatory he saith: My name is William W. Vanderbilt. I reside in Brooklyn, Eastern District; am an engineer and constructor of steamboats.

Second. To the second interrogatory he saith: I was acquainted with John Van Pelt, late of San Francisco, California. The last time I saw him was on the night of the fifteenth of May, 1853, in San Francisco, at his house. I think I sailed on the sixteenth, and it was the night before I sailed that I last saw him. I was in his employment in California, but not in his employment individually at the time I left. I was then in the employment of a company in which he was interested.

Third. To the third interrogatory he saith: In May, 1853, I came from San Francisco to New York, to build a steamboat.

Fourth. To the fourth interrogatory he saith: I did have an arrangement with John Van Pelt in reference to the building of a steamboat. The agreement or arrangement was as follows: Previous to my leaving San Francisco I entered into an arrangement with Captain John Van Pelt to come to New York and build a steamboat in my own name, and that I was never under any circumstances to reveal that he had any interest in that vessel. I was to build in my own name, make all the contracts in my own name, and pay all her bills in my own name individually. I was to, and did, furnish him what money I then had; he was to furnish me a letter of credit, and to furnish me from time to time with such money as I might want to complete the steamboat. I was to take out her papers in my own name, as the sole owner, until her arrival in San Francisco, then she was to be delivered to him at the custom-house of San Francisco, I retaining one-tenth of her, or having one-tenth of her entered in the custom-house in my name. My services at four thousand dollars a year, together with what money I had advanced, was to pay for the one-tenth of her. Should there be any amount over, the balance was to be paid to me; that is to say, if the amount I had advanced and my services at the rate of four thousand dollars a year should come to more than one-tenth the cost of the vessel, the balance was to be paid to me.

Fifth. To the fifth interrogatory he saith: John Van Pelt before I left California advanced me a letter of credit for twelve thousand dollars towards the building of the steamer mentioned in last answer, which was to be called the "Adelaide." He did not advance me before I left California any money or other means towards the building of said steamer, or any steamer. The said Van Pelt did not pay me any other sum of money before I left California, that is, he did not do so in his own individual name. I was in the employ of a company, and that company settled with me up to the first day of May, 1853. That was my yearly wages or salary at the rate of five thousand dollars a year for superintending a line of steamers. I do not recollect exactly the amount I received, but it was more than a thousand dollars. It was my own money and was received for services rendered.

Sixth. To the sixth interrogatory he saith: I did receive after leaving California from John Van Pelt a draft for eight thousand dollars on the American Exchange Bank which was paid; and I drew also under the letter of credit before mentioned, which was also on the American Exchange Bank, the sum of twelve thousand dollars; I did not receive from said Van Pelt after leaving California any other money, bill of exchange, or letter of credit; all I did receive from John Van Pelt after leaving California was the sum of twenty thousand dollars above mentioned in this answer. It was received in the manner I have above mentioned in this answer, for the purpose of paying for the construction of the steamer above mentioned, and it was applied to that purpose.

Seventh. To the seventh interrogatory he saith: I was not employed by John Van Pelt at the time mentioned, to make a draft of a steamer, but it was agreed between us that I should give him a rough draft or sketch of a steamer to run on the Sacramento River, to be called the Adelaide, and I did so.

Eighth. To the eighth interrogatory he saith: It was mutually understood between Mr. Van Pelt and myself that I should come to New York for the purpose of building the steamer before mentioned, but I did not understand that I came as his agent. I alone was to represent the steamer in New York; he was to advance the funds for building her, and upon her arrival at San Francisco he was to be the owner of nine-tenths of her.

Ninth. To the ninth interrogatory he saith: There was an agreement between myself and Van Pelt as to the registry of said steamer. She was to be registered in my name. That was the arrangement, and it was made before I left San Francisco. It was subsequently varied.

Tenth. To the tenth interrogatory he saith: There were subsequently different orders given to me by said Van Pelt, with reference to the registry of said steamer. These orders were in writing by a letter from Van Pelt. I do not recollect the date. The substance was that she was to be registered in the name of D. P. Vail, for ten-twentieths. Richard Chenery four-twentieths, Richard M. Jessup three-twentieths, Frank Johnson one-twentieth; William W. Vanderbilt two-twentieths. I did receive a letter from Van Pelt on this subject, but do not recollect the date. I have not the letter with me, but it is at home, and I will produce it and have a copy annexed before my deposition is closed.

Eleventh. To the eleventh interrogatory he saith: I did contract for the building of said steamer. The hull was built by Lupton & McDiarmid in 1853, at Green Point. This was the steamer afterwards called the "Adelaide." The machinery was built by Guion, Boardman & Co., at the Neptune Iron Works, in the city of New York, mostly built in 1853, completed in 1854.

Twelfth. To the twelfth interrogatory he saith: I never received any other sums toward the building of said steamer from any agent of John Van Pelt to my knowledge. I did receive from Richard Chenery, a letter of credit for ten thousand dollars on Chenery & Johnson, towards the building of said steamer, on which letter of credit the money was received, of which about fifteen hundred was applied to paying for a new cylinder for the steamboat Confidence. I cannot tell without my books the exact dates or sums received from other persons towards the building of the steamer. It was mainly received from D. P. Vail, in sums of five thousand dollars each, in the latter part of the year 1853 and in the year 1854, up to about May. The whole sum received from Vail by me was a little rising fifty thousand dollars I believe. The moneys received by me, from Chenery & Vail as mentioned in the answer, were applied to the construction and completion of the steamer Adelaide.

Thirteenth. To the thirteenth interrogatory he saith: I know David P. Vail. He did come to New York, he did not take charge of said steamer, he never had any charge of her, or of her building. He brought with him a memorandum of such furniture as Van Pelt desired to have in the vessel, he showed it to me, and I altered it to suit myself, and he went with me to see the parties from whom I had previously ordered the furniture. That is all he had to do with the fitting or furnishing of the vessel, except that he paid some of the bills for furnishing with my sanction. He did come to New York from California, for the purpose of navigating said steamer to California, as her captain. We did not come for the purpose of taking charge of the steamer, or her building to my knowledge. What private instructions he may have had from Van Pelt or other parties, I do not know. He did not come for the purpose of taking any other charge of her fitting or furnishing, than the charge he did take as I have before mentioned, to my knowledge. After Vail came to New York, my funds were in whole received through him, except the letter of credit of Chenery, before mentioned, whether or not that was received before Vail came, I cannot recollect. I cannot recollect receiving any instructions through Vail.

Fourteenth. To the fourteenth interrogatory he saith: Vail acted or assumed to act, for Richard Chenery, Richard M. Jessup and John Van Pelt, in relation to the building and fitting of said steamer, so far as related to the funds, which was the only part he took in it, except substituting hemp for iron rigging, which alteration I made at his suggestion.

Fifteenth. To the fifteenth interrogatory he saith: Said steamer was launched in December, 1853.

Sixteenth. To the sixteenth interrogatory he saith: She was not in June, 1853. If the question means June, 1854, she was not at that time quite finished, but she could have gone to sea.

Seventeenth. To the seventeenth interrogatory he saith: David P. Vail never settled with me for my services respecting said boat, until after she was sold on the ninth of September, 1854. He agreed to do so, but did not. He settled with me after the ninth of September for my interest in the vessel; I think this was towards the middle of that month. The sum that he paid me for my interest in that vessel was about eleven thousand dollars. This was not done until I had paid over to him the whole purchase-money. The eleven thousand dollars or thereabouts, was paid to me in two or three different sums, in or about the early part of September, but I cannot recollect the dates more particularly.

Eighteenth. To the eighteenth interrogatory he saith: I think Vail and myself did somewhere about the third of August, 1854, make a written contract with William Deming and William Todd for the sale of the steamer "Adelaide."

Nineteenth. To the nineteenth interrogatory he saith: I acted for myself in making said contract, and in making the subsequent sale and transfer of said steamer. I acted in conjunction with Vail, and with the understanding that Chenery and Jessup wished their interests sold. I cannot say that I acted as agent for any one else in the matter of selling the steamer. I acted under the authority of Richard Chenery for himself, and as agent for the other owners. It was in writing. I have the letter at home, and will produce it to be annexed to my deposition before closing the same. That was the only authority I had, and it was in a letter from Chenery stating that he had authorized Vail to sell her. The steamboat companies engaged in navigating the Sacramento River had all consolidated; the boat was not needed out there, and I judged it to be for my interest that she should be sold here.

Twentieth. To the twentieth interrogatory he saith: I was informed of the death of John Van Pelt before the sale of said steamer, and was so informed before the fifth July, 1854.

Twenty-first. To the twenty-first interrogatory he saith: I was notified before the sale of said steamer, by persons who claimed to be heirs of John Van Pelt, not to sell the same. It was a man by the name of Mathis who so notified me, and no one else to my knowledge.

Twenty-second. To the twenty-second interrogatory he saith: I claimed to be the legal owner of the whole of her, but in equity my interest or ownership was one-tenth of her.

Twenty-third. To the twenty-third interrogatory he saith: I did make such bill of sale to William Deming at the time mentioned. The consideration I received for the same, was eighty-nine thousand four hundred and thirteen dollars. The contract price was eighty-eight thousand dollars, and the extra fourteen hundred and thirteen was for extra furniture not included in the inventory. Five thousand dollars of the purchase-money was paid in signing the contract, fifteen or twenty thousand dollars, I cannot recollect which, was paid about a fortnight after the contract, as near as I can recollect: and the balance of the eighty-nine thousand four hundred and thirteen

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dollars was paid on the delivery of the bill of sale; all these payments were in cash and made to me. I paid the whole of the purchase-money over to D. P. Vail in each instance on the day it was received, he being the agents for the other parties, who had advanced money.

Twenty-fourth. To the twenty-fourth interrogatory he saith: I have not the letters now with me, but will produce them and have copies annexed to my deposition before the same is closed.

Twenty-fifth. To the twenty-fifth interrogatory he saith: I did write the letters referred to at the time when they purport to have been written. The said letters are produced and marked for identification by the commissioner and witness. I have at home the letters from Wing and Van Pelt, in answer to which these letters were written, and will produce them to have copies annexed before the close of my deposition.

Twenty-sixth. To the twenty-sixth interrogatory he saith: In the interviews and negotiations with Todd and Deming, I did not represent myself to be acting for any other person than myself. I claimed to be the sole legal owner of the boat. I have no recollection of stating to them, or either of them, that I was acting for John Van Pelt, or the heirs of John Van Pelt. I never claimed to represent any interest of the heirs or estate of John Van Pelt. I claimed to be sole legal owner, and never acknowledged that they had any legal interest. I did not represent myself as having a power of attorney from John Van Pelt. I had no such power of attorney. I have no recollection that it was called for by said Deming or Todd, or any counsel or agent of them, or either of them. Having contracted for the steamboat in my own name, I claimed the right to sell her. I never exhibited any such power of attorney, not having any. I did not exhibit any authority to said Deming or Todd, except the builder's certificate, which was in my name. I did not have any power of attorney from any other person in relation to the sale of the steamer "Adelaide," and I had not any other authority in writing, except letters from Richard Chenery requesting her to be sold. I know of no such powers of attorney as are inquired of, except Vail told me he had a power of attorney from Chenery and Jessup, but I don't know where it is; and he intimated to me that he had a power of attorney from Van Pelt, but I do not know anything about it.

Twenty-seventh. To the twenty-seventh interrogatory he saith: In the interviews mentioned in the question, Vail represented himself to act as the agent of parties in California who had advanced money for the vessel. I believe he had powers of attorney, but do not recollect whether he exhibited such power or any authority to Deming or Todd, nor whether he told them, or either of them, the names of the parties in California for whom he was acting.

Twenty-eighth. To the twenty-eighth interrogatory he saith: I have no recollection of ever informing Deming and Todd, or either of them, of the interest of the Van Pelt estate in the steamer Adelaide. I always told them there were parties in California who had advanced money for the steamer, but have no recollection of telling them the names of the parties. I gave them as a reason why she was for sale, that the companies had consolidated, and she was not wanted. I have no recollection of communicating to them, or either of them, any information in relation to my connection with Van Pelt or his estate, or his heirs, or in relation to the interest of said Van Pelt, or his estate in the "Adelaide."

Twenty-ninth. To the twenty-ninth interrogatory he saith: I did not give any such information to Deming and Todd, or either of them, and such was not the fact. He had agreed to do so, but had not done it, or rather I should say he agreed to buy her of me, but he never did pay for her.

Thirtieth. To the thirtieth interrogatory he saith: I never did at any time give them, or either of them, any such information as that my agency in regard to said steamer had been terminated. I have no recollection of informing them of the death of John Van Pelt. I had been notified, prior to the third day of August, 1854, by some one claiming to represent the heirs of John Van Pelt, not to sell said steamer. I do not think I informed Deming and Todd, or either of them, of the fact.

Thirty-first. To the thirty-first interrogatory he saith: I did not inform said Todd and Deming of all the facts within my knowledge respecting said steamer and the interest of said Van Pelt's heirs therein, before such contract of sale was entered into or at any time afterward. I have no recollection of saying anything to them about the interests of Van Pelt's heirs.

Thirty-second. To the thirty-second interrogatory he saith: There was not great or unusual haste on Deming's part upon the points inquired of. She did not leave New York on the same day the bill of sale was signed. She left on Sunday morning, it must have been between seven and eight o'clock. It was raining, and the wind was to the eastward at the time. No measures were taken, to my knowledge, to prevent her from being detained by Van Pelt's heirs or administrators. I had agreed to finish her about a week before I finished her, and the purchasers were in a hurry for her. I went in her as her captain to Boston.

Thirty-third. To the thirty-third interrogatory he saith: I had not heard of the arrival of Captain Mathis from California before the bill of sale was made, and I did not give any such information to Mr. Deming.

Thirty-fourth. To the thirty-fourth interrogatory he saith: I cannot undertake to say what other matter or thing may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of my examination, or the matters in question in this cause, but am ready to answer anything within my knowledge in relation to the same upon my attention being called to it.

The examination adjourned to Wednesday, the 3d Feb'y, 1858, at 4½ o'clock P. M.

Examination of the witness resumed, Wednesday, February 3d, 1858.

The witness here desires to state: I sold the boat under the directions of Richard Chenery, who was one of the administrators of John Van Pelt's estate; he was also an owner and agent for the other owners.

Cross-interrogatories.

First. To the first cross-interrogatory he saith: When I came from San Francisco to New York in May, 1853, John Van Pelt did not individually owe me anything. The company in which John Van Pelt was interested, owed me half a month's pay.

Second. To the second cross-interrogatory he saith: I cannot swear positively to that, but I think he did. I was so informed.

Third. To the third cross-interrogatory he saith: In my own name. Before I left San Francisco he made me take an oath to him not to reveal that he had any interest in the vessel.

Fourth. To the fourth cross-interrogatory he saith: I was to have myself the entire control until her arrival in California.

Fifth. To the fifth cross-interrogatory he saith: It was to be kept entirely secret, and I understood it was to be done to conceal it from his creditors in New York. Van Pelt's interest was to be paid to him upon the arrival of the vessel in California. That was the understanding and agreement; his interest was to be in proportion to the money he advanced, and he was to advance all except my two-twentieths interest. I had several conversations with said Van Pelt in regard to building the boat, before I left California. The substance of the conversation and negotiations was as I have stated in my direct examination. I was to come home to New York, and have a vessel constructed according to my own views of what was proper for the navigation of the Sacramento River. The terms on which such boat was to be built, I have already stated in my direct examination.

Sixth. To the sixth cross-interrogatory he saith: I did so contract, and made all the contracts in my own name. I have not the said contracts or copies with me, but will produce them, and have copies of the same annexed to my deposition.

Seventh. To the seventh cross-interrogatory he saith: Neither John Van Pelt nor any person other than myself was known in the construction of said boat.

Eighth. To the eighth cross-interrogatory he saith: The boat, when completed, was delivered to me by the builders. The builders' certificate was given to me, and in my own name. I cannot annex the original, because it is in use in litigations here. I will procure a copy, and have the same annexed to my deposition. I did receive from the builders a bill of sale of said boat when completed, and will furnish a copy to be annexed to my deposition.

Ninth. To the ninth cross-interrogatory he saith: She did; and she never went out of my possession until the sale and delivery to Deming.

Tenth. To the tenth cross-interrogatory he saith: No person ever had any control over her from the time of the completion and delivery of her to me by the builders, nor did any one assume to exercise any such control, although Vail at one time claimed that he had a right to sell her, but afterwards admitted that he had not.

Eleventh. To the eleventh cross-interrogatory he saith: My understanding was that Van Pelt did not dare to let his name appear in the register or enrolment as owner, because he owed debts in New York, or there were judgments against him.

Twelfth. To the twelfth cross-interrogatory he saith: The name of Van Pelt was to be kept secret, and for the reason mentioned in the last answer, as I understood.

Thirteenth. To the thirteenth cross-interrogatory he saith: David P. Vail never had any interest, in fact, in the vessel. The ten-twentieths were to be the property of Van Pelt, and were to be enrolled in the name of Vail, for the purpose of concealing Van Pelt's interest.

Fourteenth. To the fourteenth cross-interrogatory he saith: At the time of Van Pelt's death, September 29th, 1853, said vessel was on the stocks in frame, but not planked nor the decks laid.

Fifteenth. To the fifteenth cross-interrogatory he saith: She was completed ready for her voyage to California, about June, 1854.

Sixteenth. To the sixteenth cross-interrogatory he saith: After the boat was completed, I offered her for sale, but did not advertise her. She was advertised by Vail.

Seventeenth. To the seventeenth cross-interrogatory he saith: I did contract to sell the boat to Deming & Todd, and conveyed her to Deming in my own name. I did so represent to Deming & Todd that I owned the boat, and had the right to sell the same. I mean the legal right. I did exhibit to said Deming & Todd such builder's certificate and bill of sale.

Eighteenth. To the eighteenth cross-interrogatory he saith: I did.

Nineteenth. To the nineteenth cross-interrogatory he saith: I never did myself, nor did any other person to my knowledge.

Twentieth. To the twentieth cross-interrogatory he saith: The name of said Van Pelt was not, to my recollection, mentioned in the negotiation with Deming & Todd, or either of them.

Twenty-first. To the twenty-first cross-interrogatory he saith: Nothing of the kind was said by me, nor by any other person to my knowledge.

Twenty-second. To the twenty-second cross-interrogatory he saith:

I was paid the price agreed upon for said boat, and it was a fair price—a good price.

Twenty-third. To the twenty-third cross-interrogatory he saith: Deming applied to me to purchase the boat.

Twenty-fourth. To the twenty-fourth cross-interrogatory he saith: I first became acquainted with Deming by his calling on me on board of the boat. He was introduced to me by Mr. Marshal, an engineer, as wanting to purchase the boat. I first became acquainted with Todd a short time afterwards, in company with Deming, to talk about buying a boat. Before this time, I never had any knowledge of Deming or Todd.

Twenty-fifth. To the twenty-fifth cross-interrogatory he saith: The purchase-money for said boat was paid to me personally. It was paid in cash, at the times I have mentioned in my direct examination. I did pay the whole of the same over to David P. Vail on the day of its receipt. I don't think I retained it five minutes.

Twenty-sixth. To the twenty-sixth cross-interrogatory he saith: I cannot positively say as to this. Vail told me he sent part of it to Chenery, who was one of the administrators of Van Pelt's estate.

Twenty-seventh. To the twenty-seventh cross-interrogatory he saith: I did not retain a dollar of said purchase-money. My interest was paid to me by Vail, to the amount of eleven thousand dollars, as I have mentioned in my direct examination. As to what Vail retained, I can only answer from what he told me, which was that he had retained five thousand dollars, to cover some debt of Van Pelt and Chenery to him, and also to pay the expenses of any suit that might be brought against the boat.

Twenty-eighth. To the twenty-eighth cross-interrogatory he saith: I never heard him say so.

Twenty-ninth. To the twenty-ninth cross-interrogatory he saith: He did.

Thirtieth. To the thirtieth cross-interrogatory he saith: It was.

Thirty-first. To the thirty-first cross-interrogatory he saith: The reason for the change was, that the different steamboat lines in California had consolidated, and she was not wanted. This change of intention was made in the spring of 1854. I cannot recollect more particularly. It was done by the direction of Richard Chenery, one of the administrators of Van Pelt's estate, and owner, and agent of other owners.

Thirty-second. To the thirty-second cross-interrogatory he saith: Said Chenery did direct the boat to be sold in New York; he wrote to me that he had directed Vail to sell her; I will furnish a copy of Chenery's letter to me to be annexed to my deposition.

Thirty-third. To the thirty-third cross-interrogatory he saith: My impression is, that Marshal A. Mathis did take out letters of administration upon the estate of John Van Pelt in New York. Mathis as administrator of said Van Pelt or as receiver, in some way demanded from me the proceeds of said boat; the demand was made by a suit.

Thirty-fourth. To the thirty-fourth cross-interrogatory he saith: Mathis as administrator or receiver, did commence such a suit against me for forty thousand dollars which he said I had of John Van Pelt's money that was sent here for the construction of said boat; such suit is now pending in the Supreme Court of this State.

Adjourned to February 5th, 1858, at 5 o'clock P. M.

February 5, 1858, witness again appears and produces the copies of letters and other documents referred to in the direct and cross-examination, and the same are marked for identification by the commissioner and the witness, and are hereunto annexed, and thereupon the examination is closed.

(Signed) W. W. VANDERBILT.

Subscribed and sworn before me this fifth day of February, 1858.
CHS. F. SOUTHMAYD, Commissioner.

E (same as found on page 233).

F (same as found on page 246).

G (same as found on page 238).

H (same as found on page 241).

I (same as found on page 243).

J (same as found on page 244).

K (same as found on page 247).

Interrogatories to be propounded to E. B. Winchester, a witness to be examined on behalf of the defendant in the above entitled cause.

First interrogatory. What is your age, residence, and occupation, and in whose service are you now employed?

Second interrogatory. If you have stated that you are in the service of the Calais Steamboat Company, the defendants, how long have you been in their service?

Third interrogatory. Whether did you go to New York in the summer of 1854 with William Deming? If yea, when and for what purpose?

Fourth interrogatory. If you have stated that you went to New York to take command of the steamer Adelaide, whether were you detained in New York longer than was anticipated. How long were you detained in New York, and why?

Fifth interrogatory. When did you expect to leave New York with said steamer Adelaide?

Sixth interrogatory. Whether were the defendants in haste to have the Adelaide arrive in Boston, and why?

Seventh interrogatory. Whether had the Adelaide been advertised to be on the route between Boston and eastern ports before she had actually arrived in Boston from New York?

Eighth interrogatory. What day of the week did the Adelaide leave New York, and what was the state of the weather, and why did she leave on that day, and under the circumstances existing at that time?

Ninth interrogatory. Who commanded the Adelaide from New York to Boston on that trip?

Tenth interrogatory. If you state that W. W. Vanderbilt commanded the Adelaide on that trip from New York to Boston, why did he do so? Why did you not take command of her. Who commanded said boat after her arrival at Boston?

Eleventh interrogatory. Whether was said steamer inspected in New York before she left for Boston? If not, why not? Whether any, and what attempts or efforts were made to have her inspected in New York, and by whom?

Twelfth interrogatory. Whether was she inspected in Boston, and when?

Thirteenth interrogatory. When did you first hear of any claim of the heirs or estate of John Van Pelt to the Adelaide?

Fourteenth interrogatory. Whether did you, before the arrival of the Adelaide in Boston, hear of any claim of said heirs or estate in said boat? Whether did you, before said arrival, hear any, and what objection to the title of William W. Vanderbilt to said boat, and of his right to sell the same?

Fifteenth int. Whether do you know John W. Marshall? If yea, how long have you known him?

Sixteenth int. Whether was said Marshall ever engineer of the Adelaide? If yea, when did he leave her, and why?

Seventeenth int. If you say he was discharged, who discharged him, and for what reason was he discharged?

Eighteenth int. Whether do you know John Spencer? If yea, how long have you known him? What is his occupation?

Nineteeth int. Whether was said Spencer ever employed on the Adelaide? If yea, in what capacity? When did he leave her? By whose directions, and for what reason?

Twentieth int. Do you know, or can you set forth, any other matter or thing which may be a benefit or advantage to the parties at issue in this cause, or either of them; or, that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

HUTCHINS & WHEELER,
Solicitors for Resp't.

Cross-interrogatories to be propounded to E. B. Winchester, a witness to be examined on the part of the defendants in the above entitled cause.

The plaintiff objects to the 5th, 6th, 7th, 11th, 12th, 13th, 14th, 16th, 17th, and 19th, interrogatories, as irrelevant and seeking to introduce incompetent testimony; and not waiving these objections the plaintiff files the following cross-interrogatories:—

1st cross-interrogatory de bene esse. Whether the said John Spencer, during his engagement on board said boat, discharged his duties faithfully.

2d cross-interrogatory. Whether on the 5th day of January, A. D. 1856, you wrote, or caused to be written, and forwarded to said John Spencer, a letter?

3d cross-interrogatory. Look on the letter now exhibited to you by the Commissioner who is taking this your deposition, and say whether the same is in your hand-writing or written by your authority; if you please, annex the same to your deposition.

SHEPLEY & DANA,
Atty's for Complainant.

1. In answer to the first interrogatory he saith: my age is forty, residence, Eastport, Maine, occupation, mariner; I now command the steamer Eastern City, owned by the Calais Steamboat Company.

2. To the second he saith: I have been in their service five years all the time; I am not sure whether it was in March, 1852, or March, 1853, that I began to sail for them; I have done so ever since.

3. To the third he saith: I did go with him to New York, about the 20th of July, 1854. I am not certain about the date, but it was in the latter part of that July. I went to get the Adelaide fitted up to come from New York to Boston.

4. To the fourth he saith: I went there to take command of her, but the reason I altered my last answer is, that we always have a sound pilot to bring the boats round. I expected to fit the Adelaide up, but had no precise knowledge whether I was to come in command of her or not. I expected, if I did come in command, to have a pilot to bring her round. We were detained in New York more than a week longer than I anticipated when I went there, on account of having more to do to the boat than I expected.

5. To the fifth he saith: I expected to leave on Thursday, as near as I recollect; but the mechanics did not get through until late on Saturday afternoon. When I first went on, I expected to leave as early as the Saturday before. The steamboat's regular pilot was there on Thursday, I think, to come on, but we couldn't get off.

6. To the sixth he saith: They were in haste to have her come, because the Admiral had just been lost, and there was only one boat on their route.

7. To the seventh he saith: I think she had been. I think she was advertised to be on the route a week before she was on it. I am not positive about this, but I think it was so.

8. To the eighth he saith: She left there on Sunday morning. On Saturday night there was a heavy easterly storm. When we left

the wind was still from the eastward, but more moderate. The weather was not very bad then to come down the Sound. We left when we did, because the boat was ready, and we were in a hurry to get here.

9. To the ninth he saith: Captain Vanderbilt.

10. To the tenth he saith: The only reason I know of was that his name was on the papers, as I was told, and it was too late on Saturday afternoon to get them changed, after the boat was ready. He was coming round in her, anyhow, and as he built the boat, and his name was still on the papers, he came in command. Mr. Deming came to me with him on Saturday afternoon, late, and we talked about it, and concluded that as I was very busy, and his name was still on the papers, it wouldn't make any difference, and he had better remain in command for the trip. I took command of her after she got here. I think the circumstances of his coming round in command were as I have stated; but I cannot be positive as to details at this distance of time.

11. To the eleventh he saith: I do not remember whether she was inspected in New York or not. I have some recollection of Mr. Deming saying something to me about it, but have no distinct remembrance about her being inspected, or about efforts being made to have it done.

12. To the twelfth he saith: I think she was inspected here, by Mr. Hill, after we got round, but I am not sure about it.

13. To the thirteenth he saith: It was after I had three or four trips in her, as many as three I am sure. I was at home, having hurt my knee, and my brother came up in the boat for me, and I received despatch from him that the boat was libelled in Boston; but I didn't know what she was libelled for, or by whom, until the boat came back to Eastport. I had never heard any intimation of such a claim before, by any body.

14. To the fourteenth he saith: I never heard of any such claim until the time I have stated, nor of any objection to Vanderbilt's title to the boat, or his right to sell her.

15. To the fifteenth he saith: I do. I have known him ever since I first began to sail for the Calais Steamboat Company.

16. To the sixteenth he saith: He was. He left her in the summer of 1856. I discharged him.

17. To the seventeenth he saith: I discharged him for neglect of duty.

18. To the eighteenth he saith: I know a colored man of that name. I have known him four or five years. He was steward on board the Adelaide and the Eastern City with me. He is now cook on board one of the Portland boats, I believe.

19. To the nineteenth he saith: I have answered the first part of the question. He left the Adelaide when she was hauled up last fall, as all her crew did, by direction of the owners. All the people were discharged because the boat was hauled up.

20. To the twentieth he saith: I do not know of anything touching the cause, for the benefit of either party, that I could state, except what I have already stated.

Answers to the Cross-Interrogatories hereto annexed on the part of the Defendant Company.

1 X. In answer to the first cross-interrogatory he saith: The first three years he was with me he did very well, and we liked him very much. The last season he neglected his duty, and was saucy. I heard a great many complaints from passengers about his being saucy that season.

2 X. To the second he saith: I did.

3 X. To the third he saith: It is in my handwriting. I wrote it. I wish to correct my answer to the second direct interrogatory. In the winter of 1854 I had some trouble with the company, and was discharged for four or five weeks; at the end of that time I was reinstated. With the exception of those four or five weeks, my answer to the said interrogatory is correct. In my excitement at the time of my discharge I wrote the letter above referred to; but conceiving it to have been merely a friendly and confidential letter, and to have no bearing upon the rights of the parties in this cause, or upon the matters at issue therein, I refuse to annex it to my deposition, and desire the commissioner to return it to the person from whom he received it, or return it to the court with my objection to its being read.
E. B. WINCHESTER.

The letter above mentioned is by me marked "A. W. S. D." for identification, and herewith returned into court.
W. S. DEXTER, Com'r.

A. W. S. D.

Eastport Jan. the 4, 1856.

Mr John Spencer

Dear Sir, Before this reaches you no dout you will hear of the cruel treatment I have received from Mr. W. Deming he sent me for my New Years gift a discharge from the Adelaide this is what I call unhuman and crual in the extream. The people in this town received the tidings with indignation and contempt and with one voice cry oposition that no dout they will get but still the Adelaide is a good and faverite boat and I would rather have her but still if this discharge is upheld I must flee else ware for refuge Now as you are a jeneral faverite with the directors and also a old steamboat man and have had a chance to know weather I merit this treatment or not a letter from you to the directors would have great weight and perhaps turn the scale if you send a letter of that kind to Calais direct to the directors of the Calais Steamboat Company not hinting that you have heard from me Do not fail to answer this as quick as possible and at the same time let me know all you can about the Daniel Webster Give my and my wife's respects to your wife and a share to yourself.

E. B. WINCHESTER

(Post-marked) Eastport Jany 5.
Mr John Spencer,
Smith St, Porland, Me.

On the twenty-eighth day of August, A. D. 1858, the complainant files the following exhibits, viz:—

No. 1.

State of Maine.

By the Hon. Josiah Pierce, Esquire, judge of the Probate of Wills and for granting letters of administration on the estate of persons deceased, having goods, chattels, rights, or credits in the county of Cumberland, within the State aforesaid.

[L. S.] To Charles Schudder, of Boston, in the county of Suffolk, and Commonwealth of Massachusetts, greeting:

Whereas John Van Pelt, late of San Francisco, in the State of California, deceased, having while he lived and at the time of his decease goods, chattels, rights, or credits in the county aforesaid, lately died intestate, whereby the power of committing administration and full disposition of all and singular the goods, chattels, rights, and credits of the said deceased, and also the hearing, examining, and allowing the account of such administration doth appertain unto me: Trusting, therefore, in your care and fidelity, I do by these presents commit unto you full power to administer all and singular the goods, chattels, rights, and credits of the said deceased, and well and faithfully to dispose of the same according to law; and also to ask, gather, levy, recover, and receive all and whatsoever credits of the said deceased, which to him while he lived and at the same time of his death did appertain; and to pay all debts in which the said deceased stood bound, so far as his goods, chattels, rights, and credits can extend, according to the value thereof; and to make a true and perfect inventory of all and singular the real estate, goods, chattels, rights, and credits, and to exhibit the same, upon oath, into the registry of the Court of Probate for the county aforesaid, on or before the second day of January next ensuing; and to render a plain and true account of your said administration, upon oath, on or before the second day of October, which will be in the year of our Lord one thousand eight hundred and fifty-six.

And I do hereby ordain, constitute, and appoint you administrator of all and singular the goods, chattels, rights, and credits aforesaid.

In testimony whereof I have hereunto set my hand and seal of the said Court Probate. Dated at Portland, in said county, the second day of October, in the year of our Lord one thousand eight hundred and fifty-five.

JOSIAH PIERCE.

Recorded by Aaron B. Holden, Register.

State of Maine, Probate Office, Cumberland, *ss.*

August 23d, A. D. 1858.

In testimony that the foregoing is a true copy of the letter of administration, issued by Hon. Josiah Pierce, then Judge of Probate of Wills, and for granting letters of administration, &c., within and for said county of Cumberland, to Charles Scudder, administrator of the estate of John Van Pelt, late of San Francisco, in the State of California, deceased, I hereunto subscribe my name, and affix the official seal of said office the day and year last above written.

[L. S.] AARON B. HOLDEN, Register.

No. 2. 1189

Know all men by these presents, that we, William W. Vanderbilt, husband or managing owner and master of the steamboat Adelaide, of New York, are held and stand firmly bound unto the United States of America, in the full and just sum of one thousand dollars; for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated this 9th day of September, in the year of our Lord one thousand eight hundred and fifty-four.

The condition of the foregoing obligation is such, that whereas Heman J. Redfield, Collector of the District of New York, has, in the manner prescribed by the act, entitled "An act for enrolling and licensing ships or vessels, to be employed in the coasting trade and fisheries, and for regulating the same," issued and granted for the steamboat called the Adelaide, of New York, burthen 734 48-95 tons, whereof William W. Vanderbilt is at present master, a license for carrying on the coasting trade, for one year from the above date, which license is dated this day, and numbered as above. Now, therefore, if it shall appear, within two years from the date hereof, that the said steamboat has, during the time the license granted to said vessel remained in force, been employed in any trade whereby the revenue of the United States shall have been defrauded, then the said obligation shall be good, and remain in full force; but, otherwise, it shall be void and of no effect.

Signed, W. W. VANDERBILT, [L. S.]
D. P. VAIL. [L. S.]

Signed, sealed, and delivered in the presence of
J. A. BOYLE.

Custom House, New York,
Collector's Office, June 25th, 1858.

This is to certify that the within is a true copy of the original license-bond of the steamboat Adelaide, now on file in this office.

Given under my hand and seal.

[L. S.] J. WHITE, D. C.

No. 3.

Copy. By Authority. United States of America. Inspector's Certificate. Steamer Adelaide.

State of Massachusetts, District of Boston and Charlestown.

Application having been made in writing to the subscribers, inspectors for this district, to inspect the steamer Adelaide, of Calais, in the State of Maine, whereof Wm. Deming and others is owners, and E. B. Winchester is master, having performed that service, now, this thirteenth day of Sep'r, in the year 1854, do certify, That she was built in New York, in the State of New York, in the year 1854, is of 734 55–95 tons burthen, and is in all respects staunch, seaworthy, and in good condition for navigation, having suitable means of escape in case of accident, from main to upper deck. That she is provided with forty-eight state-rooms, with two berths to each, and other permanent or movable berths to accommodate four hundred and fifty cabin passengers, and has accommodations for a limited number of deck or other class passengers. That she is a steamer sailing to and from Boston and St. Johns, N. B., a distance of three hundred and fifty miles, or upwards. That she is provided with one low pressure boiler, thirty-two feet long and eleven feet in diameter, constructed of the best quality of iron, of full ¼ of an inch in thickness, and made in New York. That it is in all respects conformable to law. That said boiler has been subjected to a hydrostatic pressure of forty pounds to the square inch. That the maximum working power allowed was determined by the rule presented by the act, which is three-quarters of the hydrostatic pressure, by which they are not allowed to work not over thirty pounds to the square inch.

That there are one safety-valve, with sufficient diameter of opening. That the load prescribed to this is such as to allow but thirty pounds pressure per square inch; this is left in charge of the engineer, and not withdrawn from interference of the officers of the boat, and has two supply pipes of 2¾ inches in diameter, and has sufficient means to keep the water, at all times and under all circumstances, up to four inches over the flues; has a steam pipe of eighteen inches in diameter; has one low pressure engine of fifty inches in diameter of cylinder, and twelve feet stroke; has two forcing pumps of five inch plunge, with sixty inches stroke, worked by the main engine; has sufficient av. of gauge cocks in the front end of the boiler; has a water gauge, and a steam gauge, all properly seamed on boiler and engine; has two forcing pumps of equal to 6 inches stroke, and 4 inches in diameter of plunge, and has four hundred fifty feet of hose, thirty buckets, and seven axes; has three life-boats in good order, kept on the upper deck; has two hundred life-preservers and floats, kept in each berth, and about the decks; and has additional steering apparatus, independent of the wheel, consisting of a spare tiller.

And we further certify, That the equipments of the vessel throughout, including pipes, pumps, and other means to keep the water up to the point aforesaid, hose, boats, life-preservers, floats, &c., and other things, are in conformity with the provisions of the law; and that we declare it to be our deliberate conviction, founded upon the inspection we have made, that the vessel may be employed as a steamer upon the waters herein specified, without peril to life from imperfection of form, materials, workmanship, or arrangements of the several parts, or from age or use. And we further certify, That the said vessel is only to run within the following limits, to wit: from Boston, Massachusetts, to St. John's, New Brunswick, touching at the intermediate places, and back.

State of Massachusetts, Suffolk County, *ss.*

Personally appeared before me, the undersigned, inspectors of steam vessels, Increase S. Hill and Andrew Burnham, duly appointed Inspectors of Hulls and Steam-boilers for the District of Boston and Charlestown, and made solemn oath that the annexed certificate of inspection is just and true.

Signed, INCREASE S. HILL, [L. S.]
ANDREW BURNHAM. [L. S.]

Subscribed and sworn before me this fifteenth day of September, A. D. 1854.

Signed, EPHRAIM SAFFORD, [L. S.]
Justice Peace.

Collector's Office.

District of Passamaquoddy, June 24, 1858.

I certify the foregoing to be a true copy from original certificate on file in this office.

[L. S.] W. HENRY KELLY, Deputy Collector.

No. 4.

United States of America.

Treasury Department, June 30, 1858.

Pursuant to the act of Congress of 23d of February, 1849, I hereby certify that the annexed are true copies of two original enrolments of the steamer Adelaide now on file in the office of the Register of this Department.

In witness whereof I have hereunto set my hand and caused the seal of the Treasury Department to be affixed on the day and year first above written.

[L. S.] P. CLAYTON,
Acting Secretary of the Treasury.

Enrolment.

Enrolment in conformity to an act of the Congress of the United States of America, entitled "An act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same."

No. An act of the Congress of the United States.

F. A. Osborne, D'y Collector.

Where surrendered, Passamaquoddy.

Date of surrender 16th day of September, 1854.

Cause of surrender, property and District changed.

William W. Vanderbilt, of the city and county of the State of New York, having taken or subscribed the oath required by the said act, and having sworn that he is a citizen of the United States, sole owner of the steamer called the Adelaide, whereof he is at present master, and as he hath sworn is a citizen of the United States; and that the said ship or vessel was built at Greenport, in the State of New York, in the year one thousand eight hundred and fifty-four, as per certificate of Lupton and McDiarmid, under whose direction she was built; and S. L. Benedict, D'y Surveyor of this District, having certified that the said ship or vessel has one deck and no masts, and that her length is two hundred and thirty-four feet, ten inches; her breadth thirty-three feet; her depth nine feet eleven inches; and that she measures seven hundred and thirty-five tons and $\frac{4}{9}\frac{5}{5}$ths, that she is a steamboat, has a round stern, no galleries, and a billet head. And the said Wm. W. Vanderbilt having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said steamboat has been duly enrolled at the port of New York.

Given under my hand and seal at the port of New York, this 9th day of September, in the year one thousand eight hundred and fifty-four.

M. HOFFMAN, Naval Officer.

Enrolment.

Enrolment in conformity to an act of Congress of the United States of America, entitled "An act for enrolling and licensing ships or vessels to be employed in the coasting trade and fisheries, and for regulating the same."

No. 145. Permanent. An act of the Congress of the United States.

Wm. Hen'y Kelly, D'y Collector.

William Deming, of Calais, having taken or subscribed the oath required by the said act, and having sworn that he is a citizen of the United States, sole owner of the ship or vessel called the Adelaide, of Calais, whereof E. B. Winchester is

Where surrendered, Passamaquoddy.

Date of surrender, 23d day of Sept., 185 .

Cause of surrender, vessel bound foreign.

at present master, and, as he hath sworn, is a citizen of the United States; and that the said ship or vessel was at Greenport, New York, in the year eighteen hundred and fifty-four, as per Register No. 140, issued at this office, September 16th, 1854, now surrendered, property the same. And said Register having certified that the said ship or vessel has one deck and two masts, and that her length is two hundred and thirty-four feet ten inches, her breadth thirty-three feet, her depth nine feet eleven inches, and that she measures seven hundred and thirty-four tons and $\frac{45}{95}$ths; that she is a steamboat, has a round stern, no galleries, and a billet head. And the said William Deming having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said steamboat has been duly enrolled at the port of Passamaquoddy.

Given under my hand and seal at the port of Passamaquoddy, this nineteenth day of September, in the year one thousand eight hundred and fifty-four.

It is agreed that copies of the first and second accounts of the administrators of John Van Pelt, deceased, in the Probate Court of San Francisco, California, dated Oct. 1, and Oct. 16, 1854, with the assent of the heirs thereto, and a copy of judgment and decree of said court may be received as evidence on the part of the complainants without other proof, subject to any objection to its competency.

Said papers are marked A—H and W, B—H and W, and C—H and W.

HUTCHINS & WHEELER,
Solicitors for Def'ts.

No. 5, A—H and W.

The Administrators of the Estate of John Van Pelt, deceased, in account with said estate.

1853.			Dr.
October.	P.	To cash on deposit with Page, Bacon & Co., at decease of J. Van Pelt,	$13,678 63
	F. J.	½ 400 rents Sacramento Store, in September,	200 00
	"	½ 550 rents Sacramento Store, in October,	275 00
	P.	¾ $17,393 59, "Antelope" receipts, October,	13,045 20
	C.	Balance acc't Union Line, October,	471 90
	"	⅛ $33,784 52 Confidence receipts, October,	4,223 07
	"	⅛ $25,472 69, W. G. Hunt, October,	3,184 09
	"	⅛ $3,517 83, coal sold, acc't Union Line,	439 73

November,	F. J.	$\frac{1}{4}$ $450, Sacramento store rents,	225 00
	P.	$\frac{3}{4}$ $26,404 90, Antelope receipts, November,	19,803 68
	C.	$\frac{1}{8}$ $32,723 02 Confidence,	4,090 38
		$\frac{1}{8}$ $25,970 93, W. G. Hunt,	3,246 36
		$\frac{1}{8}$ $4,737 88, coal sold acc't Union Line,	592 25
December,	F. J.	$\frac{1}{2}$ $490, Sac. store rents, December,	245 00
	P.	$\frac{3}{4}$ $27,550 97, Antelope receipts,	20,663 23
	C.	$\frac{1}{8}$ $24,920 36, Confidence receipts, December,	3,115 04
		$\frac{1}{8}$ $14,708 27, W. G. Hunt,	1,838 55
	C.	$\frac{1}{8}$ $5,695 95, coal sold acc't Union Line,	711 99
1854.			
January.	F. J.	$\frac{1}{2}$ $450, Sac. store rents, January,	225 00
	P.	$\frac{3}{4}$ $19,943 63, Antelope receipts,	14,957 72
	C.	$\frac{1}{8}$ $18,881 03, Confidence,	2,360 13
		$\frac{1}{8}$ $4,378 31, W. G. Hunt,	547 28
		$\frac{1}{8}$ $2,064 36, coal sold acc't Union Line,	258 04
February.	F. J.	$\frac{1}{2}$ $340, Sac. store rents, February,	170 00
	P.	$\frac{3}{4}$ $3,058 58, Antelope receipts,	2,293 94
	C.	$\frac{1}{8}$ $29,199 21, Confidence,	3,649 90
	"	$\frac{1}{8}$ $10,719 90, W. G. Hunt,	1,339 99
March.	F. J.	$\frac{1}{2}$ $325, Sac. store rents, March,	162 50
April.	"	$\frac{1}{2}$ $75 " " April,	37 50
	C.	$\frac{1}{8}$ $7,257 50, sale store ship Globe,	904 69
	"	$\frac{1}{8}$ $26,129 12, coal sale Union Line,	3,266 14
	"	$\frac{1}{8}$ $1,545 90, stores	193 24
		$\frac{1}{8}$ $28,	3 50
	P.	Cash dividends from the Cal. Steam. Nav. Co.,	7,485 94
	P.	Cash acc't, Orleans Hotel mortgage,	515 50
May.	F. J.	$\frac{1}{2}$ $559, Sac. store rents, May,	275 00
	P.	Cash acc't, Orleans Hotel mortgage,	558 50
	"	" " " "	344 25
	P.	Cash dividends from the Cal. Steam Nav. Co.,	3,995 11
June.	F. J.	$\frac{1}{2}$ $50, Sac. store rents, June,	25 00
	J.	Cash acc't, Orleans Hotel mortgage,	4,000 00
	P.	Various rec'pts acc't Antelope, March 20 to June, as p'r H. R. Payson's acc't, $\frac{3}{4}$ $7,783 91,	5,837 94
	C.	Various rec'pts acc't "Union Line," as p'r R. Chenery's acc't to June 27, $\frac{1}{8}$ $2,229 40,	278 68

	J.	Cash dividend from the Cal. Steam. Nav. Co.,	5,652	82
June 29.		To cash of "Haggin" proceeds sale, cert. re. Cruther's mortgage,	400	00
July 3.		Cash of Bidleman acc't, Orleans Hotel mortgage,	1,500	00
	C.	" check of Van Pelt acc't Adelaide for $3,500 less, his proportion $3,333 33	166	67
	F. J.	" ½ $275, rents Sac. store, June, '54,	137	50
July 8.	J.	" ¾ of $1,569 13, coal per No. Carolina,	1,176	85
		" cash of Cal. St. Nav. Co. acc't coal and store ships,	2,000	00
July 20.		" cash of Cal. St. Nav. Co. div. 4 p. ct. on $167,162 03,	6,686	48
Aug. 9.		" proceeds note of administrators to Page, Bacon & Co. due on demand with interest at 3 p'r c't p'r month,	8,000	00
12.		" cash of Cal. St. Nav. Co. acc't hulks and coal,	2,000	00
31.		" cash of S. J. Field, acc't notes of T. W. Moore,	36	50
Sep. 12.		" cash of Cal. St. Nav. Co. due p'r c't store ships and coal,	572	91
Aug. 10.	C.	" cash of Bidleman, acc't Orleans Hotel mortgage,	592	00
	F. J.	" rents of Sac. City store (K. St.) collected in July, ½ of $285,	142	50
		" rents do. August, ½ $275,	137	50
		" do. do. Sept., ½ $25,	12	50
			$172,949	82

The Administrators of the Estate of John Van Pelt, deceased, in account with said Estate.

1853.			No. of Voucher.	Cr.	
October.	F. J.	By ½ note Van P. & Chenery, $1000 and interest $26 62 acct., Brick Store, Sac. City,	1	513	31
		" ½ Birge's bill, shutters same acct.,	2	150	00
	P.	" ¾ $14,218 50 disburs'ets Antelope for Oct. 1853,	3	10,664	10
	C.	" ⅛ $17,812 23 disburs'ets Confidence for Oct. 1853,	4	2,226	53

	C.	By $\frac{1}{8}$ 12,018 41 W. G. Hunt, Oct. 1853,	4	1,502	30
	"	" $\frac{1}{8}$ 2,972 99 paid for coal, Union Line,	4	371	62
	"	" $\frac{1}{8}$ 94 60 paid for stores,	4	11	83
November.	P.	" $\frac{3}{4}$ 25,851 09 disburs'ts Antelope, Nov. 1853,	5	19,338	32
	C.	" $\frac{1}{8}$ 14,978 13 disburs'ts Confidence, Nov. 1853,	4	1,872	27
		" $\frac{1}{8}$ 15,191 80 disburs'ts W. G. Hunt, for Nov. 1853,	4	1,898	98
		" $\frac{1}{8}$ 15,440 33 paid for coal acct., Union Line,	4	1,930	04
	F. J.	" $\frac{1}{2}$ bill lumber acct. Sac. Brick Store,	6	25	54
		" $\frac{1}{2}$ city taxes acct., same store	7	105	
	P.	" H. P. Burch's dft. $200 and exchange,	8	209	
17		" $\frac{31}{20}$ Chenery & Johnson's dft. $6000, acct. Adelaide & exchange,	9	4,075	50
	P.	" Goodyear Carriage Line, use of estate, acct. Ranch,	10	27	
18	P.	" L. E. Morgan, Ploughs, Ranch,	11	130	
		" Folger & Tubb's bill,	12	7	
		" L. W. Patchin Wheet,	13	80	75
		" Brooks & Root, stove men,	14	45	25
		" Oscar Sweet services,	15	100	
19		" George Kerr, admin'r notice,	16	8	
22		" City taxes on lot on Broadway,	17	38	40
		" County and State,	18	35	25
	C.	" Fr't bill for San Jose, acct. Ranch,	19	13	50
23	P.	" $\frac{13}{20}$ Chenery & Johnson d'ft for $10,000 acct. Adelaide & Exchange,	20	6,792	50
December.	P.	" $\frac{3}{4}$ 16,376 96 disburs'ts Antelope for Dec. 1853,	21	12,282	72
	C.	" $\frac{1}{8}$ 11,365 29 disburse'ts Confidence for Dec. 1853.	4	1,420	67
	"	" $\frac{1}{8}$ 6,968 35 disburs'ts W. G. Hunt for Dec. 1853,	4	871	04
	"	" $\frac{1}{8}$ 13,964 62 paid Coal Union Line, Dec.,	4	1,745	57
	F. J.	" $\frac{1}{2}$ 7183 repairs to Sac. City Store,	22	35	91
1	C.	" O. B. Tibb's bill,	23	296	36
6	P.	" McKercham for trees, acct. Ranch,	24	45	
15	P.	" Owen, Sickles & Taylor, groceries,	25	147	24
17	P.	" L. W. Patchin Oats,	26	64	35

	P.	By Pat Hunt's stable bill,	27	86	77
	P.	" $\frac{13}{20}$ Chenery & Johnson's draft, $10,000, acct. Adelaide & Exchange,	28	6,792	50
	C.	" Freight for San Jose, acct. Ranch,	29	11	78
	P.	" Expenses of appraisement,	30	81	50
24	P.	" C. H. Cozer, supplies to Ranch,	31	23	63
29	C.	" Freight for San Jose, acct. "	32	3	90
	P.	" G. Evans, Labor Ranch,	33	200	
1854.					
January.	P.	" $\frac{3}{4}$ of 17,127 58 disburs'ts Antelope for Jan. 1854,	34	12,845	68
	C.	" $\frac{1}{8}$ 13,174 78 disburs'ets Confidence for Jan. 1854,	4	1,646	85
		" $\frac{1}{8}$ 3,159 21 disburs'ts W. G. Hunt, Jan. 1854,	4	394	90
		" $\frac{1}{8}$ 1,771 53 paid for Coal Union Line, Jan.,	4	221	44
		" $\frac{1}{8}$ 199 paid for stores, Union Line, Jan.,	4	24	87
	F. J.	$\frac{1}{2}$ $600 int. 4 mos. to Jan. 25 on $5000 mort. on Sac. store,	35	300	00
2.	P.	" L. W. Patchin, oats, &c., ranch,	36	60	80
	P.	" Gilmore & Hatch's bill,	37	403	51
		" G. T. Pease & Co., bran acc't,	38	20	00
		" A. M. Guffy, painting,	39	124	00
		" W. C. Waters, horse,	40	400	00
		" H. B. Burch, draft,	41	100	00
		" int. on note $2000 bu'y lot and mortgage paid to Rosenburgh,	42	120	00
		" J. A. Daveis painting acc't ranch,	43	127	50
10.	C.	" freight acc't San Jose,	44	6	74
		" appraiser's expenses,	45	10	00
21.	P.	" L. W. Patchin wheat acc't ranch,	46	47	78
		oats,	47	88	12
26.		" W. A. Weeden, plastering,	48	425	31
	C.	" freight acc't San Jose,	49	20	25
27.	P.	" Mrs. Swann, housekeeper,	50	140	00
		" Owner, Sickles & Sawyer ranch,	51	11	00
	P.	" Owner, Sickles & Sawyer ranch,	52	92	65
28.		G. O. Whitney, furniture,	53	307	00
		H. B. Burch, trees & exchange,	54	104	37
		do. acc't commiss. and exchange,	55	337	01
January.	P.	" John Davis bill horse & stores acc't ranch,	56	12	00
February	P.	" $\frac{3}{4}$ 3,338 78 disbts. Antelope to Feb. 1854,	57	2,504	04

	C.	By $\frac{1}{8}$ 19,189 23 disbts. Confidence for Feb'y, 1854,	4	2,398	65
		“ “ $\frac{1}{8}$ 15,389 82 disbts. W. G. Hunt for Feb. 1854,	4	1,923	73
		“ “ $\frac{1}{8}$ 13,636 97 paid for coal Union Line,	4	1,704	62
		“ $\frac{1}{8}$ 149 30 paid for stores Union Line,	4	18	66
6.	P.	“ George Wheeler wagon acc't ranch,	58	350	00
11.		“ Fredlander, bran,	59	36	50
15.		“ B. F. Ely, medical attendance,	60	213	13
18.		“ Hildreth meat bill,	61	85	60
23.		“ J. M. Cranston freights,	62	152	75
	F.J.	“ $\frac{1}{2}$ $300 int. on mortgage $5000 on brick store,	63	150	00
March.	C.	Freight p. San Jose acc't ranch,	64	17	53
	P.	Hart & McGary, hay acc't ranch,	65	750	00
23.		W. H. Folger, groceries,	66	82	87
		Griscom & Co., seed,	67	16	25
25.		S. W. Patchen, oats,	68	41	73
		J. G. Morgan, medical attendance	69	1,019	00
April.	C.	J. C. Sweet, services acc't ranch,	70	341	62
		Freight for San Jose,	71	16	20
4.	P.	C. H. Corcer, onions,	72	12	90
8.		L. W. Patchen, corn,	73	121	03
11.		Owner, Sickles & Taylor, groceries,	74	38	00
13.		G. Burdell, dentistry,	75	44	00
15.	P.	Handenstein, medical attendance,	76	576	00
		Mortgage on Broadway lot,	77	2,000	00
20.		$\frac{13}{20}$ of Chenery & Johnson's d'ft $10,000 and exchange acc't Adelaide,	78	6,792	50
		Int. to Page, Bacon & Co., same d'ft for 76 at $10\frac{3}{4}$,	78	494	00
22.		Cox and Marshall, washing,	79	11	50
27.		J. Guthrie, acc't ranch,	80	9	00
		D. B. Park's bill acc't ranch,	81	49	00
		Norton & Co's,	82	90	25
May 2.		Evans, labor,	83	400	00
		G. Clark, carpenter,	84	100	00
8.		John Cook (water)	85	2	50
10.		M. Evans, labor acc't,	86	60	00
23.		$\frac{3}{4}$ $3,200 Sac. City levee dues,	87	2,400	00
		R. C. Naglee, boarding men acc't ranch,	88	254	54
	F. J.	$\frac{1}{2}$ $8, cleaning brick store, Sac. City,	89	4	00
	P.	Mary Driscoll, labor,	90	60	50

	F. J.	$\frac{1}{2}$ $300 int. on $5000 morg. Sac. City,	91	150	00
27.		acc't d'ft Chenery & Johnson, acc't Adelaide,	92	4,000	00
29.	P.	Owner, Sickles & Taylor, grocery acc't ranch,	93	63	61
30.	P.	acc't d'ft Chenery & Johnson re. Adelaide,	92	1,000	00
June 24.		Waterwitch, freight,	94	32	61
		C. Coles, attorney bill,	95	180	00
13.	C.	Main & Winchester's bill,	96	160	00
20.		Proportion expenses on mortgage acc't Adelaide,	97	68	33
		Various disbsts. acc't Union Line to June 27, as p'r ac. R. Chenery, $\frac{1}{8}$ of $6,140 32,	98	767	54
June.	C.	Freight bill p. Confidence as p'r R. C.'s acc't,	98	25	36
		Disbs. acc't Adelaide as p'r R. C.'s acc't $\frac{13}{20}$ 4,408 06,	98	2,865	24
	P.	$\frac{3}{4}$ of $\$1851^{39}$ disbs. acc't Antelope, Mar. 22 to June, p'r H. R. Payson's acc't,	99	1,388	54
	J.	$\frac{6}{10}$ sh'ff comm's on Ex. *v.* Hotel (Orleans) Sac. City	100	322	26
	"	Waterman's bill acc't ranch,	101	45	50
	"	Ford & Deming,	102	72	00
	"	Dudley,	103	150	45
	"	Welden,	104	141	00
	"	Parks,	105	21	37
	"	Balance on dfts. acc't Adelaide of Feb. 20, '54,	92	2,229	50
		J. Praslow's bill,	106	16	00
		Reynolds & Co.,	107	31	00
	J.	Cash p'd James Noyes & Barber acc't Van Pelt,	108	465	00
July 5.	$\frac{13}{20}$.	Chenery & d'ft of June 2, '54, $10,000 & in. 40,	109	6,526	00
	P.	Private bills p'd by H. R. P. prior to assuming adm. to G. W. F.,	110	30	00
	"	Lambert & McIntire,	111	5	00
	"	D. B. Foster,	112	8	00
	"	C. H. Corser,	113	12	25
	"	H. R. Payson,	114	38	00
	"	C. M. Blake, boarding Johnny,	115	150	00
	"	N. Gray,	116	420	00
	"	O. B. Cranny,	117	21	00
	"	Farnell & Curtis,	118	26	00

		P.	H. H. & E. L. Graves,	119	156	85
		"	A. J. Easton,	120	100	00
		"	Sloop Leonard,	121	35	75
		"	Plumer & Co.,	122	20	09
		"	Note Seawell acc't ranch,	123	1,500	00
		"	J. L. Ferguson,	124	59	95
		"	O. Simmonds,	125	18	00
		"	Int. on note Rosenburgh,	126	120	00
		"	Rent office, &c.,	127	108	34
		"	H. R. Payson,	128	400	00
July	8.	J.	L. W. Patchin, Bell outs,	129	57	77
	14.	"	Thos. Sunderland fees and costs, re. Orleans Hotel mortgage,	130	753	20
	19.		L. W. Patchin, bran,	131	32	03
	25.		W. C. Water's bill	132	176	00
	26.		Cash paid Wm. H. Webb amt. due settl't $\frac{1}{4}$ St. Antelope,	133	5,000	00
			Herald advertising, June,	134	10	00
	31.		Dr. Teele's acc't, his bill,	135	500	00
Aug.	4.		C. Minturn, refunding dividends collected by mistake,	136	353	31
	9.		Winant & Hyer dft. estates, share of counsel fees re. suit of Sac. City *vs.* Steamboats, p. Chenery, and drawn by him p. N. P. Janes,	137	1,450	50
		"	Cash p'd $\frac{13}{20}$ of d'ft Wells, Fargo & Co. acc't Adelaide $10,000, and int. $90 draft of June 29,	138	6,558	50
	12.		D'ft of D. Van Pelt to Wm. Andrews' acc't erection of monument to Capt. Van Pelt,	139	1,000	00
	15.		Ouner, Sickles & Taylor's bill,	140	48	00
	19.		Telegraphing re. Orleans notes and mortgage,	141	33	00
	24.		Dr. Teele's acc't,	135	5,000	00
Sept.	6.	C.	Wm. H. Webb acc't balance due on settle't for his $\frac{1}{4}$ steamer Antelope,		1,800	00
		J.	D. Van Pelt's order to N. Gray for removing bodies of Capt. Van Pelt and wife,	143	247	00
		F. J.	$\frac{1}{2}$ 3 mo. int. on Vail's Sac. City mort. p. Aug. 13, $\frac{1}{2}$ of $450,	144	225	00
		C.	Freight p. Napa City,	145	1	85
					162,710	51

Statement of Advances made by the Administrators to the heirs of the Estate of John Van Pelt, deceased.

To Charles Van Pelt.

1853.				Dr.	
October 1.	P.	To cash advanced you by H. R. Payson, as per his acc't.		$250	00
Nov'r 1.	P.	“ amount advanced you by	Budsale,	50	00
Nov'r 19.		“ “ “	Payson,	100	00
Dec'r 29.	C.	“ “ “	Chenery,	100	00
1854.					
January 21.		“ “ “	Chenery,	50	00
Feb'y 23.		“ “ “	“	100	00
March 3.		“ “ “	“	50	00
March 25.	P.	“ “ “	Payson,	1,000	00
May 8.	C.	“ “ “	Chenery,	100	00
April 25.		“ “ “	“	300	00
May 20.	P.	“ “ “	Payson,	200	00
June 6.		“ “ “	“	300	00
June 1.	C.	“ “ “	Chenery,	200	00
July 12.	J.	“ “ “	Janes,	400	00
Aug. 2.		“ “ “	Chenery,	1,785	02
		“ “ “	“	300	00
June 24.		“ “ “	Janes,	75	00
				$5,360	02

David Van Pelt.

1853.				
Dec'r 15.	C.	To cash paid you in New York, by Chenery,	$1,000	00
1854.				
April 11.		“ cash paid you by Chenery,	309	00
		“ exchange and comm's,	45	00
June 17.		“ cash paid you,	1,000	00
			$2,354	00

Mrs. Stalham Wing.

1854.				
March 13.	C.	To cash by Chenery,	$200	00
March 14.		“ “ “	800	00
May 2.	P.	“ “ Payson,	1,000	00
			$2,000	00

Recapitulation and statement of the property of the estate of John Van Pelt, specified in the inventory, and account of its disposition by the administrators.

Pursuant to order of the Probate Court, and also pursuant to instructions of the heirs of said Van Pelt, the administrators sold at public sale the property and interest of the estate in

$\frac{3}{4}$ Three-fourths of the steamboat Antelope;

$\frac{1}{8}$ One-eighth of the steamboat Confidence;

$\frac{1}{8}$ One-eighth of the steamboat Wilson G. Hunt;

$\frac{7}{40}$ Seven-fortieths of the steamers Thomas Hunt, Hartford, and Free Trade.

(The fractions of said last-named three steamboats being incorrectly stated in said inventory.)

That the sum realized or price bid at the sale for such interest and property was ninety thousand ($90,000), which bid was made for the benefit of the heirs of said estate, and by their direction stock of the California Steam Navigation Company was subsequently taken for the same to the amount of one hundred and forty-four thousand five hundred and thirty-one dollars and twenty-five cents ($144,531 25).

That of the stock so received by the administrators, fifty thousand dollars of the same, or fifty shares, have been transferred by order of the court to the legally constituted attorneys of the said heirs, and the guardian of the infant heirs.

That nineteen thousand five hundred and fifty-one $\frac{87}{100}$ dollars of such stock were transferred by the administrators to William H. Webb, in settlement for the one-quarter part of the Antelope claimed by him, and stated in said inventory to be in dispute.

That the administrators have not disposed of the $\frac{7}{80}$ (seven-eightieths) of the steamers McKim and Jenny Lind (incorrectly stated in said inventory to be three-fortieths) mentioned in said inventory.

That the property and interest of the estate in the hulks and store-ships Congress, Caledonia, and Tecumseh, realized the sum of three thousand eight hundred and seventy-five dollars cash ($3,875), and unaccounted for in the foregoing account.

That the mortgage on the "Orleans Hotel" mentioned in said inventory, has been collected, with the exception of a small balance of costs.

That the note of William Clark for one thousand dollars, mentioned in said inventory, has never been collected, and the interest of the estate in the special fund belonging to the Steamboat Association has never been ascertained, liquidated or received.

That the steamboat "Adelaide," mentioned in said inventory, has never come to the possession of the administrators.

That the ranche at Napa, and personal property thereon, has remained in the charge and care of Charles Van Pelt, one of the heirs, by and with the consent of the other heirs and of the administration.

That the cash on deposit with Page, Bacon & Co. has been expended and accounted for in the foregoing account, and that in other respects the property mentioned in the foregoing inventory remains the same as at the filing of said inventory.

Statement of stock of the California Steam Navigation Company, held by administrators of John Van Pelt, deceased.

1854.	Stock received by administrators: 121 shares, par value $121,000,	$121,000 00
June 27.	Script dividend declared 20 inst., 5 shares $652 82 script,	5,652 82
July 20.	Stock transferred 35 shares, and script converted $5,509 21, realizing 40 shares and $509 21 script,	40,509 21
	Script dividend declared this day, 4 shares and $179 05 script,	4,179 05
		$171,341 08

Contra.

1854. July 26.	To stock and script transferred to Wm. H. Webb on settlement for the ¼ of Antelope in dispute,	$19,551 87	
August.	Transferred to heirs by order of the court,	50,000 00–	$69,551 87
			$101,789 21
	Add stock dividend declared Aug. 20, 1844,		5,312 62
			$107,101 83

Statement of unpaid demands against the estate of John Van Pelt, deceased.

Note to Page, Bacon & Co. dated August 9, 1854, due on demand, interest at 3 per cent. per month,	$8,000 00
A. J. Pope's bill of lumber,	517 66
" "	518 92
Dr. Teizle's medical bill (balance due),	943 00
Theo. Payne & Co.,	55 50
" auctioneer's fee on sale of personal property,	250 00
Note made to Benjamin S. Ely dated bearing interest at 2½ p. c. per month,	2200 00
½ note to Capt. Vail secured by mortgage on brick store, Sac. city,	2500 00
Amount due Janes, Doyle & Barber as p. their bill to date,	
Henry Wurt's acc. for carpenter's work, besides legal interest at 10 per cent. per annum from Nov. 1853,	2249 32

There is a balance of California Steam Navigation Company's stock, and of cash still due to William H. Webb, on the settlement made for the one-fourth of the steamboat Antelope, stated in the inventory to be in dispute.

In the Probate Court, county of San Francisco, in the matter of the estate of John Van Pelt, deceased, city and county of San Francisco, *ss.*

Richard Chenery, Frank Johnson, and Horace P. Janes, administrators of John Van Pelt, deceased, of said city, being duly sworn, do depose and say, each for himself, that the annexed papers exhibit a statement of the receipts and disbursements of the administrators, in the course of their administration, and also of the condition of the estate and its property to the present time, and of the debts due from the estate, and unpaid, as far as the same can be ascertained.

And deponents further say, that the said statements and papers are correct in all respects, to the best of the knowledge and belief of deponents.

And deponents further say, that the columns of initials contained in the accounts of receipts and disbursements by the administrators hereto annexed, indicates by which of the administrators the moneys were received or paid out, the initial C. representing this deponent Chenery, the initials F. J. this deponent Frank Johnson, the initial J. this deponent Janes, and the initial P. indicating Mr. H. R. Payson, who has acted as agent of the Antelope steamboat, and also as the clerk and bookkeeper of the administrators.

And deponents further say, that the column of figures in red ink in the account of disbursements hereunto annexed, represent the numbers of the vouchers proposed to be filed by the administrators as the same are marked by them.

And deponents further say, that they are ready and anxious to transfer and deliver over the estate in their hands, to the heirs of said John Van Pelt, deceased, and those legally authorized to receive the same, after being paid their commissions and legal expenses in and about the management of said estate, and pray for a decree and judgment of this court, that they may be authorized and directed so to do; and that their accounts may be finally passed and allowed; and that the bonds or undertakings given by them upon assuming the administration of said estate may be surrendered to them to be cancelled, and that they may be relieved from all further charge and responsibility respecting said estate, and for such further or other judgment or relief in the premises as may be just and equitable.

Subscribed and sworn by said administrators, this twenty-second day of September, eighteen hundred and fifty-four.

(Signed) R. CHENERY,
FRANK JOHNSON,
H. P. JANES.

Sworn before me, this 22d day of September, 1854.
E. L. BENSON, Not. Pub. [L. S.]

Memorandum.

Richard Chenery, one of the administrators of John Van Pelt, deceased, states that the interest in the steamer called the "Jenny Lind," represented in the inventory, and in the foregoing account as belonging to the estate of John Van Pelt, has been so represented by him through inadvertence and mistake, that said steamer belongs wholly and exclusively to him, and that the estate has no interest in the same whatever.

(Signed) R. CHENERY.

Sworn before me this 22 day of Sept. 1854.

E. L. BENSON, Not. Pub. [L. S.]

State of California, County of San Francisco, *ss.*

I hereby certify the foregoing to be a true copy of an account filed in our Probate Court, October 2, 1854.

Witness, THOMAS MAYER,
County Clerk.
[L. S.] By DENIS LYONS,
Deputy County Clerk.

No. 6. B. H. & W.

The administrators of the estate of John Van Pelt, deceased, in account with said estate—supplemental to account filed October 2d, 1854.

Receipts.

1854.	Amount due estate from associated steamboats and especial fund, as per account of R. Chenery, treas'r, &c.,	C.	2,345 58
	Errors in accounts of H. R. Payson,	P.	1,036 37
	½ of $250, rents of brick store in Sac. City, collected in October,	F. J.	125 00
	Amount of interest forming part of balance paid C. Minturn on settle't, Oct. 13, '54, credited back to estate,		190 30
	¾ of Antelope's interest in storeship Tecumseh, at Sacramento City, as per R. Chenery's acc't ren'd,	P.	1,575 00
			$5,272 25

The administrators of the estate of John Van Pelt, deceased, in account with said estate—supplemental to account filed October 2d, A. D. 1854.

		Disbursements.	No. of vouchers.	
	C.	Amount paid by R. Chenery the balance due C. Minturn for his ¼ earnings of Antelope to October, 1, 1853,	146	$4,956 57
	"	James M'Neil's bill,	147	102 30
		Disb'sts respecting administration		
No voucher	J.	Jan'y 6, '54, 6 affidavits to claims	148	6 00
do.	"	Herald printing blank affidavits,	149	6 00
do.	"	Notary's fees oaths to inventory,	150	10 00
do.	"	Copying inventory for admin'rs,	151	10 00
	"	March, 7, '54, Notary's fees oaths to claims,	152	6 00
	"	Ap'l 22, '54, clerk's bill of fees,	153	11 90
No voucher	"	May 10, '54, notary's fees,	154	2 00
		May 13, '54, Placer Times advertising,	155	20 00
		May 13, '54, Placer Times advertising,	156	8 00
No voucher		May 17, '54, tel. dispatch,	157	2 75
		June 7, '54, Haggony's costs re. Curthey,	158	177 75
		June 7, '54, clerk's bill,	159	65 50
	J.	Oct. 5, '54, taxes on rancho at Napa and expenses (1854 & 5),	160	106 04
		Clerk's bill	161	39 00
	F. J.	½ one mo. int. ($150) to Vail on note and mortgage on Sac. City store,	162	75 00
Am't cr. on notes given in pay't of boats.	P.	¾ of $770 22 freights heretofore credited estate acc. Antelope applied to pay't of int. in Spring's boats not heretofore charged,	163	577 67
	P.	Cash paid Babcock & Co., am't chg'd in repair bill steamer Antelope as settled with Minturn, but not chg'd on Antelope's books not to est.,	164	369 50
				$6,551 98

Recapitulation of final accounts filed by the administrators of John Van Pelt, deceased.

Receipts as per account filed October 2d, A. D. 1854,		172,949 82
Receipts as per account filed October 16, A. D. 1854,		5,272 25
Total,		178,222 07
Contra.		
Disbursements as per account filed October 2d, A. D. 1854	$162,710 50	
Advances to heirs as per same acc't	9,714 02	
Disbursements as per account filed October 16th, A. D. 1854	6,551 98	$178,976 50
Bal. due to admn's by estate is		$754 44

In the Probate Court, County of San Francisco, *ss.*

In the matter of the Estate of John Van Pelt, deceased.

City and County of San Francisco, *ss.*

Richard Chenery, Frank Johnson, and Horace P. Janes, of the said city, administrators of John Van Pelt, deceased, being duly sworn, do depose and say each for himself, that the foregoing is a just and true account of all receipts and disbursements of the administrators in the course of their administration not accounted for in their account filed in this court, the second day of October, A. D. 1854. That with the exception of said account, and in respect only to the particulars therein specified has the estate of said Van Pelt changed since the rendition of their said last account to the best of the knowledge, information, or belief of these deponents.

And deponents further say that the columns of initials and of figures in red ink in the foregoing account are used for the same purpose as indicated in the said account heretofore rendered and filed, and deponents further say not.

(Sg'd) R. CHENERY,
FRANK JOHNSON,
H. P. JANES.

Sworn before me this 16th day of October, 1854.

(Sign'd) E. S. BENSON, Not. Pub. [L. S.]

State of California, County of San Francisco, *ss.*

I hereby certify the foregoing to be a true copy of an account filed in our Probate Court, October 16, 1854.

[L. S.] Witness, THOMAS HAYES, County Clerk,
By DENIS LYONS, Dep. Clerk.

No. 7. C. H. & W.

At a Probate Court held in and for the county of San Francisco, the sixteenth day of October, A. D. eighteen hundred and fifty-four.

Present: Hon. T. W. Frelon, Probate Judge.

In the matter of the Estate of John Van Pelt, deceased.

On reading and filing the final account of Richard Chenery, Frank Johnson, and Horace P. Janes, administrators of the estate of John Van Pelt, deceased, filed in this court the second day of October, A. D. 1854, and also an account supplemental thereto filed in this court the sixteenth day October, A. D. 1854, and also on the due filing of the vouchers appertaining to said account; and also on filing the notice required by law to be given of the settlement of said account with due proof of publication or posting as required by statute, and it appearing to this court that the persons interested in said estate are represented either personally or by competent authority under letter of attorney, or by the guardian of such as are infants duly appointed, and that such persons assent to the prayer of said administrators that they be allowed to settle their said accounts, and pay and deliver over the estate in their hands to the persons legally authorized to receive the same, and that said accounts be finally settled and passed.

Now therefore it is hereby adjudged and decreed, that the accounts of the said Richard Chenery, Frank Johnson, and Horace P. Janes, as administrators of the estate of the said John Van Pelt, deceased, be and the same are hereby passed, approved, and allowed as rendered by them.

And it is further adjudged and decreed that there is due to the said administrators the sum of seven hundred and fifty-four $\frac{44}{100}$ dollars, the balance and excess of their expenditures over and above their receipts as shown by their said accounts, and that there is also due to the said administrators from said estate the sum of six thousand dollars, as and for their commissions allowed and liquidated by the assent of the parties interested in said estate, said commissions to be allowed in full compensation to the three administrators to be divided between them, and that there is also due to the said administrators from said estate the sum of one thousand and four hundred dollars, to be applied in payment of counsel fees and legal services to James Doyle and Barber, attorneys for said administrators, the same being also allowed upon settlement and adjustment of the amount due for commission.

And it appearing to this court that David Van Pelt has been duly appointed the guardian of all the persons interested in said estate who are minors, and that said David Van Pelt and Stalham Wing represent, either personally or by competent power of attorney, all persons interested in said estate, who are adults, except the wife of

said Stalham Wing who is present. Now therefore it is hereby further adjudged and decreed that the said administrators do, after paying the debts appearing by their said accounts to be unpaid, or upon their payment being properly secured to the satisfaction of this court, and upon receipt of the moneys hereinbefore adjudged to be due them, and upon the proper receipt to them of the said persons interested in said estate, signed either personally, or as attorneys, or guardian aforesaid, pay, transfer, and deliver over unto said David Van Pelt, and Stalham Wing, and to the wife of said Wing, all and singular the moneys, credits, property, and estate, in the possession of said administrators belonging to them as such administrators, and that upon filing such receipt said administrators be discharged from their trusts, and that their bonds and undertakings filed by them upon assuming the execution of their trusts as such administrators be surrendered to them to be cancelled.

State of California, County of San Francisco, *ss.*

I hereby certify the foregoing and annexed papers to contain true copies of a decree entered in this court on the 16 day of October, A. D. 1854, and of consent thereto.

(Witness) THOMAS HAYES, County Clerk.
[L. S.] By DENNIS LYONS, Deputy Clerk.

Probate Court. In the matter of the estate of John Van Pelt, deceased.

We hereby approve and allow the accounts of the administrators of John Van Pelt, deceased, filed in the Probate Court of the county of San Francisco, on the second day of October, A. D. 1854, and the sixteenth day of October, A. D. 1854, and we hereby consent to the entry of the within decree.

Dated San Francisco Oct. 16th, 1854.

Signed,
ELIZABETH WING,
ELEANOR VAN PELT,
ELVIRA STODDARD,
HENRY S. STODDARD her husband,
JOSEPHINE RUSS, and
CHS. P. RUSS her husband,
SOPHIA MATHIS, and
MARSHAL A. MATHIS her husband,
By Stalham Wing and David Van Pelt, their attorneys.

CHARLES VAN PELT,
by STALHAM WING, his attorney,

Signed, DAVID VAN PELT,
STALHAM WING,

BRAYTON D. VAN PELT,
EMILY VAN PELT,
CAROLINE BAKER,
By D. VAN PELT, their guardian.

4:99

No. 8.

The administrators of the estate of John Van Pelt deceased, in account with estate.

Supplementary to accounts filed Oct. 2 and 16, 1854.

1854.	Receipts,	Dr.
Oct. 18,	Cash received from S. Wing and D. Van Pelt att'ys, &c. for heirs,	$9,000 00
23,	do. do.	9,900 00
	Cash of R. Chenery ¼ of collections, gen. average claims, re. Dacotah ¼ of 12,008 75,	3,002 18
	Orleans Hotel mortgage, bal. of costs, &c. due,	250 00
	Amt. due 20 inst. from the Cal. St. Nav. Co., instuet. re. steamer McKim,	400 00
	Proceeds discount of balce. due from said company ac. McKim,	2,500 00
		$25,052 18

1854.	Disbursements.	
Oct.	To bal. due to Adams as per. ap.	
165,	filed Oct. 16, 1854,	754 44
165,	Commissions, &c. as allowed,	7,400 00
"	Paid note at Page, Bacon & Co.	
166,	Principal and interest,	8,612 00
167,	Paid bal. due Dr. Tevill,	943 00
168,	Wm. Andrews, bal. bill,	1,087 00
169,	T. Payne & Co.,	305 50
170,	A. J. Pope,	1,140 23
171,	Note, S. Wing and interest,	1,067 00
172,	½ mortgage on the brick store Sac. City, &c.,	2,610 00
173,	Paid Wm. H. Webb, bal. due,	1,343 74
		$25,262 91
174,	Henry Wirt's bill, $2,673 84, Paid by heirs,	
175,	Benj. F. Ely's note, 2,200, Paid by heirs.	

Recapitulation.

Cash disbursements,	25,262 91
Cash receipts,	25,052 18
Bal. due Ad'ms,	$210 73

Stock Account.

Stock on hand as per acct. filed Oct. 2, 1854,			107,101 83
Paid Wm. H. Webb,		4,288 73	
Transferred to Messrs. Stalham Wing and David Van Pelt,	33,000 00 40,000 40		
	29,813 10	102,813 10	107,101 83

State of California, county of San Francisco.

I hereby certify the foregoing to be a true copy of an account filed in our Probate Court October 30, 1854.

Witness, THOMAS HAYES, County Clerk.
[L. S.] By DENIS LYONS, Deputy Clerk.

United States of America.
District of Maine, *ss:* First Circuit.

I, George F. Emery, Clerk of the Circuit Court of the United States for the District of Maine in the First Circuit, hereby certify that the foregoing, from page fifty (50) to four hundred and seventy (470) inclusive, contains a true and perfect copy of all the proofs exhibited to said court in a suit determined therein, wherein Charles Scudder, administrator, was complainant in equity, and the Calais Steamboat Company were respondents.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, this eighth day of December, in the year of our Lord one thousand eight hundred and sixty, and of the independence of the United States of America the eighty-fifth.

[L. S.] GEO. F. EMERY, Clerk C. C. U. S.

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